

INFORMATION TECHNOLOGY STORAGE REFRESH SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between Business Communications, Inc. (“BCI”), a Mississippi corporation having its principal place of business at 442 Highland Colony Parkway, Ridgeland, MS, 39157, with Arkansas offices located at 650 S. Shackelford, Ste. 241, Little Rock, Arkansas, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. BCI provides Information Technology Storage Refresh Services. The BLR desires to hire BCI to provide equipment and services as set forth in RFP No. BLR-150003 and BCI’s response to the RFP (the “Services”).

BCI and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains BCI to perform the Services as set forth in the following documents which are attached hereto and incorporated into this Agreement by reference:
 - RFP No. BLR-150003 (the “RFP”), which is attached hereto as Attachment 1;
 - BCI’s Proposal in response to the RFP (the “Proposal”), attached hereto as Attachment 2;
 - BCI’s answers to RFP No. BLR-150003 – Questions, attached hereto as Attachment 3;
 - The Scope of Work, attached hereto as Attachment 4; and
 - Official Proposal Price Sheet – Revised, attached hereto as Attachment 5.
2. **Term and Termination.** The term of this Agreement will commence on September 25, 2015, and terminate upon completion of the work as set forth in the Attachments hereto.

Either party may terminate the Agreement by giving ten (10) days prior written notice.
3. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Official Proposal Price Sheet as revised on September 23, 2015, that is part of the Proposal and incorporated into this Agreement by reference as Attachment 5. The maximum amount BLR will pay to BCI for the provision of the Services is Three Hundred Fifty Four Thousand Four Hundred Forty Five Dollars and Seventy Two Cents (\$354,445.72). BCI shall submit itemized invoices to the BLR, per the requirements set forth in the RFP, based upon the per unit and per hour pricing set forth in BCI’s response to the RFP.
4. **BLR’s Responsibility regarding Backup Data.** It is hereby agreed that BCI will not be liable for any lost or corrupted data or software. BLR expressly agrees that it is the obligation of the BLR to maintain back up copies of BLR’s data and software in the event that data files, data bases, and/or software are lost or destroyed.
5. **Third Party Vendors.** The provision or transfer of any computer software by BCI to BLR in connection with this Agreement shall only be on a non-exclusive license basis in accordance with the provisions of the license agreement of the applicable third party vendor and not BCI. In the event there are any defects in software provided by any third party vendor to BCI that delay or in any way affect the ability of BCI to provide services under this Agreement, or otherwise cause any detrimental consequence, BLR acknowledges and agrees any remedy that it may have shall be solely against the third party software vendor and not BCI.

6. **Ownership of Software.** BLR hereby acknowledges and agrees that ownership, licensing and warranties issues relating to any software purchased from BCI or for which BCI provides services of any type is governed by the license for that particular software manufacturer. Unless otherwise specified, any customizations performed by BCI are the property of BLR.
7. **Ownership of Workpapers.** BLR hereby acknowledges and agrees that all notes, procedures, design documents, copies of communications, and other workpapers generated by or obtained by BCI during the course of BCI providing services to BLR, unless created at the request of the BLR, are the property of BCI. BLR may have a copy of procedures written by BCI on behalf of the BLR in electronic form or in hard copy. BCI hereby acknowledges and agrees that any proprietary property of BLR provided by BLR to BCI in conjunction with the services to be performed under this Agreement shall remain the property of the BLR.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. BCI agrees that any claims against the BLR whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR.
9. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
10. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
11. **Confidentiality.** "Confidential Information" under this Agreement means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party's prior written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of BCI's Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide BCI with prior prompt written notice thereof.

In consideration of BCI's and BLR's agreement to provide one another with access to their respective Confidential Information, BCI and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither BCI nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. BCI and BLR shall each take all steps necessary to ensure that their respective affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, BCI and BLR have executed this Agreement this 25th day of September, 2015.

Business Communications, Inc.:

Signature

Printed Name

Title

Date

BUREAU OF LEGISLATIVE

RESEARCH:

Marty Garrity, Director

Printed Name

Title

Date

ATTACHMENT 1

RFP No. BLR-150003



State of Arkansas Bureau of Legislative Research

Marty Garrity, Director
Kevin Anderson, Assistant Director
for Fiscal Services
Matthew Miller, Assistant Director
for Legal Services
Richard Wilson, Assistant Director
for Research Services

REQUEST FOR PROPOSAL

RFP Number: BLR-150003	
Commodity: Information Technology Storage Refresh Services	Proposal Opening Date: July 6, 2015
Date: June 19, 2015	Proposal Opening Time: 4:30 P.M. CDT

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane St., State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 682-1937	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification:

Federal Employer ID Number

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY
RESULT IN PROPOSAL REJECTION**

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

GENERAL DESCRIPTION:	Information Technology Storage Refresh Services
TYPE OF CONTRACT:	Term

MINORITY BUSINESS POLICY

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors may explain the circumstances preventing minority inclusion.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy prior to the contract award. EO Policies may be submitted in electronic format to the Director of the Bureau of Legislative Research or as a hard copy accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to solicitations issued by the Bureau of Legislative Research. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

TECHNOLOGY ACCESS FOR THE BLIND

Please reference Section 508 of the federal Rehabilitation Act, 29 U.S.C. 794d and Arkansas Code Annotated § 25-26-201 et seq. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the Bureau of Legislative Research that the technology provided to the Bureau of Legislative Research for purchase is capable either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Vendor must certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify online at <https://www.ark.org/dfa/immigrant/index.php/user/login>. Any subcontractors used by the Vendor at the time of the Vendor’s certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Bureau of Legislative Research. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document’s written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor’s/Contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor’s response may be declared non-responsive, and the response shall not be considered.

REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

DELIVERY OF RESPONSE DOCUMENTS

It is the responsibility of vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the Bureau of Legislative Research Offices after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for. Proposals may be submitted via e-mail at thayerj@blr.arkansas.gov.

INTENT TO AWARD

After complete evaluation of the proposal, the intent to award will be announced by the Bureau of Legislative Research (“BLR”) on Friday, July 10, 2015. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The BLR reserves the right to waive this policy, The Intent to Award, when it is in the best interest of the state.

APPEALS

A Vendor who is aggrieved in connection with the award of a contract may protest to the Director of the BLR. The protest shall be submitted in writing within seven (7) calendar days after the intent to award is announced. After reasonable notice to the protestor involved and reasonable opportunity for the protestor to respond to the protest issues cited by the Director, the Arkansas Legislative Council or the Joint Budget Committee, if the Arkansas General Assembly is in session, shall promptly issue a decision in writing that states the reasons for the action taken. The Arkansas Legislative Council’s or the Joint Budget Committee’s decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

PAST PERFORMANCE

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the BLR at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

DISCLOSURE FORMS

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/accounting/internalaudit/Pages/ExecutiveOrder98-04.aspx> is required as a condition of obtaining a contract with the BLR.

SECTION I. GENERAL INFORMATION

1.0 INTRODUCTION

The purpose of this Request For Proposal ("RFP") issued by the BLR is to invite responses ("Proposals") from Vendors desiring to provide information technology storage refresh services for the BLR. The BLR intends to execute one contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the BLR's needs and requirements and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals.

1.1 ISSUING AGENCY

This RFP is issued by the BLR. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made via email to Jillian Thayer, Legal Counsel to the Director of the BLR at thayerj@blr.arkansas.gov. Questions regarding technical information or clarification should be addressed to thayerj@blr.arkansas.gov.

1.2 SCHEDULE OF EVENTS

Release RFP	June 19, 2015
Closing for receipt of proposals and opening of proposals	July 6, 2015 at 4:30 p.m. CDT
Evaluation of proposals	Approximately 4 business days after proposal opening
Intent to Award	July 10, 2015
Approval of draft contract by Executive Subcommittee of the Legislative Council	July 16, 2015
Contract Execution	Upon approval of the Executive Subcommittee
Contract Start Date	August 1, 2015

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.3 CAUTION TO VENDORS

- During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the Vendor. Specifically, the person(s) named herein will initiate all contact.
- **Vendors are requested to respond to each numbered paragraph of the RFP.**
- Vendors must submit one (1) signed original proposal on or before the date specified on page one of this RFP. The Vendor should also submit two (2) electronic versions (one (1) redacted

electronic version and one (1) unredacted electronic version), preferably in MS Word/Excel format, on CD or via e-mail. **Do NOT include any pricing from the Official Proposal Price Sheet on the copies, including on the CD or in the e-mail. Pricing from the Official Proposal Price Sheet, attached as Attachment A, must be separately sealed and submitted from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed and submitted separately from the electronic version of the proposal and, if submitted via e-mail, the e-mail must clearly state that the attachment contains pricing information.**

- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal on the first page of this RFP document and the Official Proposal Price Sheet.
- All official documents and correspondence shall be included as part of the resultant Contract.
- The BLR reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the BLR to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
 - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
 - c. Failure to supply Vendor references;
 - d. Failure to sign an Official RFP Document;
 - e. **Failure to complete the Official Proposal Price Sheet(s) and include it sealed separately from the rest of the proposal;**
 - f. Any wording by the Vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP; or
 - g. Failure of any proposed services to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected. It is recommended that Vendors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; a failure to provide a response will be interpreted as an affirmative response or agreement to the BLR conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.

1.5 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response in both hard copy and electronic versions. **Vendors must include all pricing information on the Official Price Proposal Sheet and must clearly mark said page(s) and e-mail as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal and submitted on CD or in a separate e-mail.** Vendors must expand on items to identify all costs as specified.

1.6 TYPE OF CONTRACT

This will be a contract for information technology products and services commencing on August 1, 2015 and terminating upon completion of the work to be provided under Section 3 of this RFP, with a five (5) year warranty continuing on all products and services provided under the Contract.

1.7 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Legal Counsel to the Director, at thayerj@blr.arkansas.gov.

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR'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.

1.8 PROPRIETARY INFORMATION

Proposals and documents pertaining to the RFP become the property of the BLR and after proposal opening shall be open to public inspection pursuant to the Arkansas Freedom of Information Act, § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

The Vendor must submit one (1) complete copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted both in hard copy and electronically via either a CD or a separate e-mail. Except for the redacted information, the redacted copy must be identical to the original unredacted copy. The Vendor is responsible for ensuring the redacted copy on CD or submitted via e-mail is protected against restoration of redacted data.

1.9 BID EVALUATION

The BLR will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as defined in the evaluation criteria.

1.10 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

No Vendor presentations will be accepted in response to this RFP.

The Successful Vendor selected by the BLR shall attend the July 16, 2015, meeting of the Arkansas Legislative Council Executive Subcommittee, and actual expenses of the Vendor in attending this meeting will be reimbursed, upon receipt of an invoice and original receipts documenting actual travel expenses.

1.11 PRIME CONTRACTOR RESPONSIBILITY

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

The BLR reserves the right to interview the key personnel assigned by the Successful Vendor to this project and to recommend or require reassignment of personnel deemed unsatisfactory by the BLR.

The BLR reserves the right to approve subcontractors for this project and require primary contractors to replace subcontractors that are found to be unacceptable.

If any part of the work is to be subcontracted, the Vendor must disclose the same information for the subcontractor as for itself. Responses to this RFP must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

1.12 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the BLR. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the BLR has given written consent to the delegation.

1.13 CONDITIONS OF CONTRACT

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

1.14 CANCELLATION

In the event the BLR no longer needs the service or commodity specified in the Contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the BLR may cancel the Contract or purchase order by giving the Vendor written notice of such cancellation ten (10) days prior to the date of cancellation.

1.15 STATEMENT OF LIABILITY

The BLR will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Vendor shall retain total liability for equipment, software and technical and business or operations literature. At no time will the BLR be responsible for or accept liability for any vendor-owned items.

The Vendor's liability for damages to the BLR shall be limited to the value of the Contract or One Million Dollars (\$1,000,000) whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Vendor; to claims covered by other specific provision of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Vendor nor the BLR shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Vendor; 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.

Nothing in this RFP or the resulting contract shall be construed or deemed as a waiver of sovereign immunity. The Vendor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

1.16 AWARD RESPONSIBILITY

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

1.17 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

1.18 PUBLICITY

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's or the General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR in each instance.

1.19 CONFIDENTIALITY

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

1.20 PROPOSAL TENURE

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

1.21 COST

All charges must be included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid. **Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal response and clearly marked as pricing information. Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD or e-mail. The electronic version of the Official Proposal Price Sheet must also be sealed and submitted separately from the electronic version of the proposal.**

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services. A separate listing, which must include pricing, may be submitted with summary pricing.

1.22 WARRANTIES

In addition to the five (5) year warranty on all products and services provided under the resulting Contract, the Successful Vendor shall warrant and agree that:

- It currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas;

- All services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions; and
- It is qualified to do business in the State of Arkansas and shall file appropriate tax returns as provided by the laws of this State.

1.23 CONTRACT TERMINATION

Subsequent to award and execution of the Contract, either party may terminate the Contract by providing ten (10) days prior written notice..

1.24 VENDOR QUALIFICATIONS

The Successful Vendor must, upon request of the BLR, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The BLR reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the BLR;
- Be authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

1.25 NEGOTIATIONS

As provided in this RFP, discussions may be conducted with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

1.26 LICENSES AND PERMITS

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

1.27 OWNERSHIP OF DATA & MATERIALS

All data, material, and documentation prepared for the BLR pursuant to the Contract shall belong exclusively to the BLR.

SECTION 2. OVERVIEW

2.0. The BLR is seeking services from qualified Vendors experienced in providing, installing and configuring Virtualized Servers, Storage Area Networks (SAN), and Backup/Disaster Recovery solutions. This Request for Proposal is designed to obtain a Contract to provide information technology storage refresh services to the Bureau of Legislative Research. All responses to this RFP shall reflect the overall goals and objectives stated herein. The Vendor shall bill the BLR on an hourly basis for the services provided.

SECTION 3. INFORMATION TECHNOLOGY STORAGE REFRESH SERVICES

3.0 SCOPE OF WORK/SPECIFICATIONS

Minimum specifications for the information technology storage refresh services requested under this RFP are as follows:

- Servers:
 - Six (6) Servers – each server has the following specifications:
 - 256gb Memory
 - Two (2) NICs with 10gb
 - Four (4) NICs with 1gb
 - Two (2) Internal Mirrored Hard Drives (each min 136gb)
 - Two (2) CPUs
 - One (1) VMWare Essentials Plus Licenses
- SAN Capacity and Disk:
 - Two (2) SANs with redundant controllers – each SAN has the following specifications:
 - Thirty (30) TB of Usable Storage
 - Two (2) 10gb iSCSI connectivity
 - Redundant Switch Capability
 - Management Console for SAN Storage Management
 - One (1) UPS (Uninterrupted Power Supply) for the 2nd SAN system
- Backup/Disaster Recovery:
 - SANs will be mirrored for redundancy
 - SANs will use Snapshot technology for incremental changes
 - SANs will use BackupExec or comparable software for hourly, daily, and weekly backups
- Support/Installation:
 - Five (5) year warranty for complete Storage Refresh Solution
 - Next Day Support
 - Data Migration Solution
 - Installation Plan detailing deliverables
 - Training for the BLR IT Staff, including how to manage, deploy, and recover the Storage Refresh Solution

In the event that services in addition to those described in this Section 3.0 Scope of Work/Specifications are required during the term of the Contract, the Co-chairs of the Arkansas Legislative Council shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the Vendor's total maximum amount of the bid as submitted in the Official Proposal Price Sheet and agreed upon in the Contract.

3.1 INFORMATION TECHNOLOGY STORAGE REFRESH SERVICES

All projects shall be paid pursuant to the fee schedule. The Vendor shall submit itemized invoices to the BLR, which will pay the invoices upon completion of the work.

The BLR does not grant the Vendor exclusive rights to all information technology storage refresh services contemplated under this RFP. In the event the BLR decides that the acquisition of these services by another Vendor is in the BLR's best interest, the BLR reserves the right to contract and purchase information technology storage refresh services from a different source outside of the contract resulting from this RFP, and the BLR's action to procure services outside of the Contract does not infringe upon, nor terminate, the contract resulting from this Request For Proposal.

3.2 PROCUREMENT OF GOODS AND SERVICES

If the Vendor anticipates the need to procure additional goods or services in order to provide the services requested in this RFP, the Vendor must identify the goods and/or services that may be procured, the reason the procurement is necessary, the name of the vendor from whom the goods or services are to be procured, and the anticipated cost of the goods and/or services to be procured.

A Vendor does not need to restate each item listed in this Section 3 but will be bound by all applicable specifications. Information relating to these matters should be incorporated into the Proposal. A Vendor must provide in detail any limitations in meeting the requirements stated in Section 3.

SECTION 4. COST PROPOSAL

4.0 COMPENSATION

Compensation for information technology storage refresh services shall be paid based upon the work performed as specified in this RFP. The budget is subject to approval by the BLR. A Vendor seeking consideration shall submit a compensation proposal as required below for information technology storage refresh services as provided throughout the RFP.

The fee schedule will cover the time spent in the completion of the requested task or project, as well as other administrative costs (including, but not limited to, secretarial, bookkeeping, budget preparation, monitoring and auditing services, travel expenses, etc.) The fee schedule will cover the time expended inclusive of all overhead or any other costs associated with the particular individuals who may be performing the services. The fee schedule will also include the costs for all equipment (hardware, software, etc.) provided to the BLR to meet the specifications of this RFP.

4.1 PAYMENT SCHEDULE

The BLR shall pay the Vendor based on the hours expended for approved projects upon completion of the work or as otherwise may be agreed to in writing by the parties. The BLR may request and the Vendor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any services rendered. Failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other nondisputed amounts must be paid in a timely manner.

4.2 TRAVEL, LODGING, AND MEALS

Actual expenses for travel related to work required by the Contract and this RFP should be included by the Vendor as part of its pricing information and total maximum contract amount on the Official Proposal Price Sheet.

SECTION 5. ADDITIONAL VENDOR REQUIREMENTS

5.0 COMPREHENSIVE VENDOR INFORMATION

All proposals should be complete and carefully worded and should convey all of the information requested by the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the BLR will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

5.1 VENDOR PROFILE

Vendor must submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;
- How many years this company has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply information technology storage refresh services and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor; and
- Additional disclosures and information that the BLR may determine to be appropriate for the procurement involved.

5.2 GENERAL INFORMATION

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

5.3 DISCLOSURE OF LITIGATION

A Vendor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

5.4 EXECUTIVE SUMMARY

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the BLR with a concise but functional summary of the discussion of each phase of the Vendor's plan in the order of progression. While the BLR expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the BLR to use while reviewing the Proposal.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

5.5 VENDOR'S QUALIFICATIONS

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the BLR with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in network technology and any professional affiliations and trade affiliations.
- Identify the individual who will be primarily responsible for managing the account on a day-to-day basis, as well as those individuals that will be performing the work under the Contract.
- An outline of the Vendor's experience in providing the services required by this RFP.
- An indication of how soon after the contract award the Vendor would be available to begin the work required under this RFP and indicate any possible scheduling conflicts that might exist during the period of the contract.
- An indication of the timeframe the Vendor would require to assist the BLR in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.
- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the BLR that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between January 2010 and the present and the reason for the loss. The BLR reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

5.5.1 BACKGROUND INVESTIGATION

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if the BLR chooses to do so.

5.6 SUBCONTRACTOR IDENTIFICATION

If Vendor intends to subcontract with another business for any portion of the work and that portion exceeds ten percent (10%) of the Proposal price, Vendor's offer must identify that business and the

portion of work that they are to perform. Identify potential subcontractors by providing the business's name, address, phone, taxpayer identification number, and point of contact. In determining Vendor's responsibility, the BLR may evaluate Vendor's proposed subcontractors.

SECTION 6. EVALUATION CRITERIA FOR SELECTION

6.0 GENERALLY

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined by the BLR by evaluation of several factors.

The BLR has developed evaluation criteria that will be used by the BLR and that is incorporated in Section 6.1 of this RFP. Other agents of the BLR may also examine documents.

The BLR requires that the services requested under this RFP be available for use by the BLR beginning August 1, 2015. Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the BLR during the evaluation of the proposals.

The BLR reserves, and a Vendor by submitting a Proposal grants to the BLR, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

6.1 EVALUATION CRITERIA

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Price, including individual amounts and total maximum amount;
- Plan for providing services;
- Availability to perform work;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

ATTACHMENT A

OFFICIAL PROPOSAL PRICE SHEET

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail and not part of the technical evaluation. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Any cost not identified on this schedule but subsequently incurred will be the responsibility of the Vendor.
2. Bids should provide at least a 180-day acceptance period.
3. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

DESCRIPTION	PRICE PER HOUR	NUMBER OF POSITIONS
Supervisor		
Other Professional Staff (List by Position)		
Support Staff		
DESCRIPTION	PRICE PER UNIT (if applicable)	TOTAL PRICE
Goods or Products Provided (List Individually)		
Subcontractors (if any)		
Travel		
Any Additional Goods & Services (List Individually)		
TOTAL MAXIMUM AMOUNT OF BID:		

Signature/Title: _____

Date: _____

ATTACHMENT 2

Business Communications, Inc's Proposal in Response to RFP No. BLR-150003

Date:

07/06/2015

BCI Product and/or Services

Proposal for:

**Arkansas Bureau of Legislative
Research**

Response to BLR-150003



Business Communications, Inc.

Dan Yarbrough, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 501-537-7914
Fax: 501-537-7933
Email: dyarbrough@bcianswers.com

www.bcianswers.com



State of Arkansas
Bureau of
Legislative Research

Marty Garrity, Director
Kevin Anderson, Assistant Director
for Fiscal Services
Matthew Miller, Assistant Director
for Legal Services
Richard Wilson, Assistant Director
for Research Services

REQUEST FOR PROPOSAL

RFP Number: BLR-150003	
Commodity: Information Technology Storage Refresh Services	Proposal Opening Date: July 6, 2015
Date: June 19, 2015	Proposal Opening Time: 4:30 P.M. CDT

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane St., State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 682-1937	

Company Name: Business Communications, Inc.

Name (type or print): Dan Yarbrough

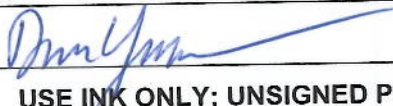
Title: Account Manager

Address: 650 South Shackleford, Suite 241, Little Rock, AR 72211

Telephone Number: 501-537-7914

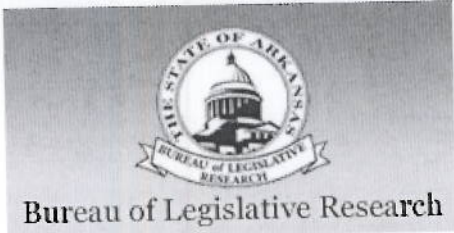
Fax Number: 501-537-7933

E-Mail Address: dyarbrough@bcianswers.com

Signature: 

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Project Contact Information:

Address	Web Site(s)
<p>Arkansas Bureau of Legislative Research</p> <p>500 Woodlane Street State Capitol Building Room 315 Little Rock, AR 72201</p>	 <p>Bureau of Legislative Research</p> <p><u>Arkansas Bureau of Legislative Research</u></p>

Customer Contacts	Contact Information
<p>Jillian Thayer</p> <p><i>Legal Counsel to the Director</i></p>	<p>Phone: (501) 682-1937</p> <p>Email: jthayer@blr.arkansas.gov</p>

BCI Contacts	Contact Information
<p>Dan Yarbrough</p> <p><i>Account Executive</i></p>	<p>Phone: (501) 537-7914</p> <p>Email: dyarbrough@bcianswers.com</p>
<p>BCI Customer Service</p>	<p>Phone: (601) 898-1890, Option 2</p>

Copyright and Confidentiality Notice

Material contained in this document is proprietary to BCI, Business Communications, Inc. and is to be treated confidentially by all recipients. Acceptance of delivery of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made. This material is copyrighted 2015 by BCI, Business Communications, Inc. and all rights are reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system without permission in writing from BCI, Business Communications, Inc., 442 Highland Colony Parkway, Ridgeland, MS 39157.



Customer Requirements:

The Arkansas Bureau of Legislative Research issued Request for Proposal BLR-150003. BLR requests replacement of 6 servers and 2 SANS in 2 separate locations. The SANS should be mirrored for redundancy in order to provide a Backup/Disaster Recovery capability. BLR staff should be fully trained and all data should be migrated from existing system.

Our Solution:

BCI has resources that cover the full spectrum of I.T. needs, including executive level strategic planning, deep technical experience in all aspects of I.T. infrastructure, and highly trained individuals who provide application and end-user support. In order for BCI to provide the best possible business outcomes for our customers, we have established a team approach that allows us to apply our talents in an efficient and highly effective manner.

BCI proposes a combination of Cisco and Nimble Storage. Our proposed design will not only meet the minimum specifications in BLR-150003, but it also exceeds those specifications through the addition of a switching environment that we feel is the best solution to connect SANS located in separate buildings. This environment will provide maximum uptime between devices in the event of a failure. It will also provide a management console for ease of use by BLR personnel. BCI has included some items clearly marked as optional for BLR's consideration. It's possible that BLR intends to specify these items in a separate transaction, but they are included here for completeness. Finally, BCI will leverage Nimble Storage's built-in components to backup and recover data, as well as to move data between SANS. This built-in software will allow BLR to leverage existing software licenses and to eliminate the need for additional, expensive software licenses.

BCI's Practice areas are as follows:

- **Route / Switch** – Route / Switch is responsible for assessing, planning, designing, integrating and installing LAN / WAN networks for both large enterprise clients and small corporate networks. Some of their responsibilities and expertise includes:
 - Performing complex evaluation of client networks and application of knowledge to determine proper recommendations to the client
 - Assessing networks and understanding the interaction of different technologies in order to provide proper network solutions.
 - Implementation, maintenance and support of various client network solutions in environments that vary and are dynamic
- **Wireless / Security** – Wireless / Security is responsible for and proficient in handling all tasks related to the setup, maintenance and troubleshooting wireless networks as well as LAN/Wan network security protocols and best practices. This applies to small wireless networks or larger more complex commercial and enterprise level networks. In addition, the practice area is also responsible for the security aspects in the design, maintenance and support of customer network environments ensuring they are able to deal robustly with possible sources of disruption, ranging from natural disasters to malicious acts. The team designs and supports customer network infrastructures, ensuring the wireless and security aspects satisfy or exceed customer requirements but with the added dimension of preventing misuse and malicious behavior. Some of their responsibilities and expertise includes:
 - Setup, configuration and support of Firewalls as well as network security protocols and best practices

- Storage / Virtualization – Storage / Virtualization oversee a wide range of IT infrastructure technologies and customer needs, such as servers, backup and archival, operating systems, virtualization, storage, desktop/print, databases, email, etc. Some of the specific areas they support are:
 - VMWare, virtualization and virtualized resources
 - Cloud computing platforms
 - Backup and Archival solutions
 - Server/storage
 - Microsoft
 - SQL, MySQL and other Database platforms
 - Desktop and Print
 - Email services
- Collaboration – Our Collaboration Team is responsible for solutions spanning a wide variety of technologies, including voice (VOIP telephone systems), video collaboration and conferencing endpoints, customer collaboration and Unified Communications. With the help of BCI Collaboration Services, your organization can plan for new collaboration initiatives and technologies, ease deployment, as well as manage and support your collaboration infrastructure for greater visibility and responsiveness.

Response to BLR-150003

Minority Business Policy – BCI does not meet the definition of Minority Business as defined in ACA 15-4-303.

Equal Opportunity Employment Policy – BCI prides itself on being an Equal Opportunity Employment employer. Our policy is attached.

Technology Access for the Blind – Voluntary Product Accessibility Template (VPAT) statements for all proposed software is attached. The VPATS demonstrate that equipment meets the Arkansas technology standards.

Employment of Illegal Immigrants – BCI does not employ illegal immigrants. The State of Arkansas certification was recently completed and documentation is attached.

Past Performance – BCI has a significant body of work that is specifically like the project proposed by BLR. A list of similar projects are provided elsewhere in this bid response.

Disclosure Forms – Governor's Executive Order EO-98-04 was reviewed during completion of this bid. Disclosure forms were completed and have been uploaded. A copy is attached.

Following is a paragraph-by-paragraph response to BLR's RFP-150003.

1.0 Introduction

- 1.1 Issuing Agency – Acknowledged.
- 1.2 Schedule of Events – Acknowledged.
- 1.3 Caution to Vendors—Acknowledged.
- 1.4 RFP Format – Acknowledged.
- 1.5 Sealed Prices – Acknowledged.
- 1.6 Type of Contract – Acknowledged.
- 1.7 Payment and Invoice Provisions – Acknowledged.
- 1.8 Proprietary Information – Acknowledged. A complete copy and a redacted copy of BCI's proposal have been submitted. It is understood that the redacted copy is subject to FOIA requests.
- 1.9 Bid Evaluation – Acknowledged.
- 1.10 Oral and/or Written Demonstrations. – Acknowledged. BCI personnel will be available on July 16, 2015 to present to the Arkansas Legislative Council Executive Subcommittee if this is a successful bid.
- 1.11 Prime Contractor responsibility – Acknowledged. BCI personnel will be available for interview. Manufacturer personnel such as trainers, and integration staff will also be made available.
- 1.12 Delegation of Contract – Acknowledged.
- 1.13 Conditions of Contract – Acknowledged.
- 1.14 Cancellation – Acknowledged.
- 1.15 Statement of Liability – Acknowledged.
- 1.16 Award Responsibility – Acknowledged.
- 1.17 Independent Price Determination – Acknowledged.

- 1.18 **Publicity** – Acknowledged.
- 1.19 **Confidentiality** – Acknowledged.
- 1.20 **Proposal Tenure** – Acknowledged.
- 1.21 **Cost** – Acknowledged.
- 1.22 **Warranties** – Acknowledged. All warranties are for five (5) year periods. Additionally, BCI is bidding 5 years support fees so that patches, maintenance, etc. are covered for the same timeframe.
 - BCI will remain in compliance with all legal requirements.
 - BCI has only bid top tier products and service.
 - BCI is qualified to do business in the State of Arkansas.
- 1.23 **Contract Termination** – Acknowledged.
- 1.24 **Vendor Qualifications** – Acknowledged. BCI has documented our qualifications throughout this proposal and will provide further information as requested by BCI.
- 1.25 **Negotiations.** Acknowledged. BCI understands that further discussion may occur for the purpose of clarification in order to successfully award this bid. Because of this, BCI has proposed some optional switching equipment. This equipment was not specified in BLR-150003, but BCI feels strongly that this equipment, when configured correctly, will create the maximum availability possible for disaster recovery purposes as well as for day-to-day ease of management.
- 1.26 **Licenses and Permits** Acknowledged.
- 1.27 **Ownership of Data & Materials** Acknowledged.

2.0 Overview – BCI has prepared this proposal in order to demonstrate our qualification to configure Virtualized Servers, Storage Area Networks and ##Backup/Disaster Recovery Solutions. We have provided comprehensive price sheets, including a breakdown of hourly charges that may be incurred.

3.0 Scope of Work/Specifications – A complete Scope of Work (SoW) document is attached to this proposal. The SoW includes Servers, SAN, Backup/Disaster Recovery and Support/Installation. This SoW includes optional switching equipment. This equipment was not specified in BLR-150003, but BCI feels strongly that this equipment, when configured correctly, will create the maximum availability possible for disaster recovery purposes as well as for day-to-day ease of management.

NOTE: The specifications document clearly states that the Arkansas Legislative Council can approve additional services and fees not to exceed 10% of the Vendor's total maximum.

3.1 Information Technology Storage Refresh Services. -- Acknowledged.

3.2 Procurement of Goods and Services Acknowledged. BCI does feel that the switching items listed as "optional" are necessary components in order to create a robust disaster recovery and management system.

4.0 Cost Proposal – Acknowledged.

- 4.1 **Payment Schedule** – Acknowledged.
- 4.2 **Travel, Lodging and Meals** Acknowledged.



5.0 Comprehensive Vendor Information:

5.1 Vendor Profile:

Business Name	Business Communications, Inc. "BCI"
Business Address	442 Highland Colony Pkwy Ridgeland, MS 39157
Alternate Business Address	One Financial Centre 650 South Shackleford Road, Suite 241 Little Rock, AR 72211
Primary Contact Name:	Dan Yarbrough, Account Executive 501-537-7914 (Office) 501-537-7933 (Fax) dyarbrough@bcianswers.com
Years in Business	22
Proof that BCI is qualified to do business in Arkansas	See attachment
Corporate Officers	Tony Bailey
States and Jurisdictions	BCI is an IT Solutions Provider and Value Added Reseller providing IT components, including all aspects of security, storage, route-switch, collaboration and servers. BCI operates in: Arkansas Mississippi Louisiana Tennessee

5.2 General Information – BCI's core business is in building and supporting the exact type of system described in the RFP. In order to support our customers, BCI requires a high level of certification and experience from all employees. Additionally, BCI as a corporation holds a high level of certification as a partner to many large manufacturers. BCI is a Cisco Gold Partner and also works with Nimble Storage to manage and support their devices.

5.3 Disclosure of Litigation

– Androniki Papazoglakis v. Business Communications, Inc.

On June 14, 2013, Plaintiff Androniki Papazoglakis filed a Petition for Damages in the 19th Judicial District Court in East Baton Rouge, Louisiana against the Company alleging breach of contract for failure to pay bonus and other damages related thereto. The case is currently in the discovery phase. No trial date has been set. BCI management intends to vigorously defend against this claim.

5.4 Executive Summary – BCI proposes these components:

Cisco Unified Computing Systems. UCS is an (x86) architecture data center server platform composed of computing hardware, virtualization support, switching fabric, and management software. This type of system was introduced in 2009. The devices offered in this design will exceed the minimum requirements from BLR-15000.3, but Disaster Recovery capabilities will be significantly improved.

Nimble Storage Devices – Nimble Storage CS-Series arrays are the building blocks of Adaptive Flash, a storage platform that dynamically and intelligently allocates storage resources to satisfy the changing needs of business-critical applications. Adaptive Flash is based on CASL™, Nimble's patented Cache Accelerated Sequential Layout architecture, and InfoSight™, its data sciences-based approach to the storage lifecycle. CASL allows performance and capacity to be scaled seamlessly and independently. InfoSight leverages the power of deep-data analytics to deploy storage resources as needed by business-critical applications. Data protection is built into every Nimble Storage array, eliminating the inefficiency associated with managing primary and backup storage tiers. Nimble arrays use advanced data protection features including frequent point-in-time snapshots and WAN-efficient replication.

VMWare – VMWare is the preeminent virtualization and cloud computing software for x86 devices. BLR already has a significant VMWare investment. This proposal will add the necessary licenses to build on this investment, while supporting these new devices.

In summary, BCI will replace 6 servers currently owned by BLR with 2 UCS systems. Each UCS will be configured with the compute capacity needed to meet BLR's minimum specifications. Because this is a modern style of computing, the specifications are exceeded and allow for growth in a fashion that will not require significant downtime. It will be highly available and provide a high level of disaster recovery. SAN storage specifications are also exceeded and built-in software capabilities eliminate the need for additional, expensive backup and recovery software.

5.5 Vendor's Qualifications

Professional History -- BCI was founded by Tony Bailey in 1993 as a structured cabling company and has continued to evolve with the IT technology industry. Today BCI not only provides total IT solutions across the south, but has also earned the distinction of being one of the industry's most respected managed services providers (MSP).

In 2010 BCI announced the opening of our world class SSAE 16, SOC 2, Type II compliant, secure data center to providing a fault-tolerant, secure environment for applications, servers, and network equipment. Our diverse services options are backed up by N+1 environmental, redundant power, and multiple carrier internet connectivity, providing the latest and most reliable technologies and services available.

Greg Latour joined BCI as the new chief operating officer in March of 2012 and was later named as president. Previously Greg served as senior vice-president for strategic development for C Spire Wireless. He brought a wealth of knowledge and experience and has helped the company evolve and grow, developing many new processes and service solutions, enhancing our business model and improving upon our customer service.

Vendor's Personnel – Dan Yarbrough, Account Executive, will be the primary individual responsible for this proposal. Upon award, Dan will continue to maintain all business aspects of this account. Debbie Scholl will serve as Project Manager.

Key Personnel and Management Related to SAN and Server Implementation and Support:

The BCI staff will provide BLR with a very strong skill set. BCI employs more than 70 individuals. The individuals named and described below are the key personnel who would be in a SAN, server and Disaster



Recovery project. BCI can provide a significant depth of experience and expertise to BLR. BCI has 5 engineers who hold CCIE certifications from Cisco.

Dan Yarbrough, Account Manager, Little Rock

Dan joined BCI over four years ago as account manager after managing major accounts at Verizon Business (previously MCI) for the previous eight years. He has a total of over 20 years of experience in sales, marketing, and product management at MCI, Alltel and Qwest (now CenturyLink). He works with several other state and county agencies as well as larger commercial accounts in Arkansas.

Jeff Robbins, Practice Manager - Security and Mobility Solutions

Jeff is BCI practice manager for Security and Wireless, with a degree from Troy University. He is responsible for the security and wireless space of the Cisco 21s project. (lightweight wireless access points/controllers, WCS, MARS, NAC, WAE, CSM, CiscoWorks, CSA, IDSM, FWSM, ASA, NAM, ACS, etc.). He handles security assessments and network assessments for customers. (Internal Scanning, External Scanning, Router Audits, Firewall Audits, Penetration Testing, Wireless Audits, Wardialing, etc.) Mr. Robbins works with customers in evaluating and upgrading network infrastructure and security posture. He has developed managed services offerings in the security space. He has performed many different projects and duties as a consultant with enterprise class customers. His professional certifications include the CCIE – Security #16637, (ISC)2 – Certified Information Systems Security Professional (CISSP), GIAC Certified Forensic Analyst (GCFA), Microsoft Certified Systems Engineer (MCSE), EC-Council Certified Ethical Hacking & Countermeasures (c|eh), InfoSec systems Security Professional (INFOSEC), Cisco Certified Security Professional (CCSP), Cisco Certified Specialist – Firewall, IDS, VPN, Security Design, and Advanced Security.

Robert Milner, Practice Director - Managed Networks and Cloud Computing

Bob is Practice Director for Managed Networks and Cloud Computing and a BCI Senior Network Engineer. His experience includes installing, configuring and troubleshooting Various Cisco Products including Routers, Switches, Wireless Devices, VPN Concentrators, Cisco PIX, Cisco ASA, Cisco WAAS, Cisco NAC Appliance, Cisco IDS/IPS, Cisco ACS, and Cisco MARS Cisco Iron-Port Mail Security Solution. He has sound knowledge over various security technologies including Firewall, VPN, NAC, Attack mitigation, intrusion prevention/intrusion detection, TACACS+, RADIUS, etc. He has strong hands-on experience with TCP/IP, Network Topologies including protocols: IP, RIP, OSPF, IGRP, EIGRP and Frame Relay, VLAN's, VTP Domains, LAN Switching, DOT1x and STP. Bob has configured configuring ACL's, NAT, PPP, QoS and VPN. He is the solutions architect and delivery engineer responsible for virtual server consolidation, desktop virtualization and highly available and resilient network infrastructure design. His professional certifications include CCIE – Routing/Switching #18011, Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), Cisco DCSN Support Specialist, Cisco Advanced Wireless LAN Field Specialist, Cisco Wireless Mesh Networking, EMC Systems Engineer, and VMware Certified Professional.

Gary Stewart, Practice Director – Storage and Virtualization

Gary Stewart has designed, implemented and supported Microsoft Exchange 2000, 2003, 2007, 2010 and 2013 as well as Enterprise Windows 2000, 2003, 2008, and 2012 deployments. He has extensive experience with Microsoft technologies including Terminal Services, Active Directory design, DNS design and installation. He has an extensive experience with system migrations including Novell NetWare to Microsoft Active Directory, and Novell GroupWise to Microsoft Exchange. Mr. Stewart has installed, configured and provided troubleshooting for various Cisco products including Routers, Switches, Cisco PIX, and Cisco ASA appliances. He works closely with customers in designing, implementation and support of advanced Local Area and Wide Area networks. He is Solutions Architect and Delivery Engineer responsible for virtual server consolidation, desktop virtualization and highly available and resilient network infrastructure design. He has

designed, implemented and supported VMware vSphere and VDI environments, Citrix Metaframe, Presentation Server, XenApp, XenDesktop, Access Gateway, and Netscaler environments. His professional certifications include CCNP – Cisco Certified Network Professional, CCNA – Cisco Certified Network Associate, Microsoft Certified Systems Engineer (MCSE), Windows Server 2012, Exchange 2013, VMware Certified Professional (VCP), and Citrix Certified Associate – Metaframe Presentation Server.

Debbie Scholl – Project Manager

Debbie has more than 30 years' experience organizing and leading large IT projects, including more than 20 years' experience in Mississippi state government. As BCI's project manager for large projects, she has managed 500+ projects. Her responsibilities include balancing time, quality and costs throughout the engagement. She serves as the customer's single point of contact throughout the project and manages the logistics that ensure the coordination of appropriate resources and the completion of a deployment. Her projects include a wide range of technologies including statewide router deployments for large agencies, switch installations, wireless deployments, statewide PC deployments and upgrades, security audits, data center moves and dozens of Cisco IP telephony deployments.

Vendor's Experience – BCI has designed, implemented and supported projects like the BLR project since 2000. BCI routinely migrates data using functionality provided by storage vendors. BCI operates a large data center providing colocation, disaster recovery and other services to customers. This functionality, designed to run a profitable business that provides support to businesses across the region and hundreds of end users, has components that are identical to the BLR design.

Manufacturer Partnerships – BCI maintains a high level of certification with our chosen partners. Our employees are expected to hold certifications with each partner as well as have a portfolio of real-life experience. This is not an exhaustive list of BCI's partnerships, but is offered to highlight BCI's premiere partnerships and certifications relevant to this proposal.

- Cisco Gold Partner, more than 10 years
- VMware Enterprise Partner
- Fortinet Gold Partner
- Aerohive Gold Partner
- Juniper Elite Partner
- EMC Authorized Silver Partner
- Dell Preferred Partner
- Microsoft Silver Partner
- Citrix Silver Partner
- HP Certified Partner

BCI also holds other partnerships that are not significant to this proposal.

Timeframe – As a project-oriented business, BCI will schedule this project immediately upon notification of award and do not anticipate any conflicts with the August 1, 2015 requirement.



Detailed Narrative of 3 most recent, comparable contracts: NOTE that the BCI data center is included as a 4th narrative. It is important to note that BCI runs our own business using a design similar to BLR's RFP.



1. Contract Information	
Contract Name:	Rebuild technical infrastructure, servers, storage, DR and security
Period of Performance:	September, 2014 to present
Contract Type:	Fixed cost bid for hardware, services and support
Total Contract Value:	Over \$1,000,000
2. Point of Contact	
Name:	
Company/Agency:	
Phone Number:	
Email Address:	

3. Description of the Services Provided

This growing, large, and diverse commodity trading, distribution, and transportation company had a significant need to refresh and increase its storage, compute, and security. A new data center facility was built for this purpose in central Arkansas, and equipment there duplicated at a service provider data center. All work was coordinated around the construction of the new building.

Services that BCI provided include, but are not limited to:

1. Installation and configuration of Cisco UCS servers with Linux and VMWare;
2. Installation and configuration of redundant network switches;
3. Installation and configuration of over 150 terabytes of storage at multiple sites using failover and recovery software;
4. Installation and configuration of Next Generation firewalls providing anti-virus, web filtering and antispam services;
5. Data migration from existing iSCSI storage to new Fibre Channel storage;
6. Training and knowledge transfer enabling staff to be self-sufficient but well supported, and services to design and configure failover for all aspects of disaster recovery.

4. Results Achieved:

BCI provided an active/active datacenter infrastructure giving the customer maximum uptime 24 hours/day, 7 days/week. This firm now has a highly available, secure system that was delivered on time and on budget. The system is expected to provide for growth and will be continuously analyzed to guard against unknown, future threats.

**1. Contract Information**

Contract Name:	
Period of Performance:	March to May 2015
Contract Type:	Fixed cost bid for hardware, services and support
Total Contract Value:	Over \$500,000

2. Point of Contact

Name:	
Company/Agency:	
Phone Number:	
Email Address:	

3. Description of the Services Provided

required replacement of existing server and storage with a unified set of compute and storage devices. BCI provided a VBlock system, which is a system of VMWare, Cisco and EMC products converged into single stack and supported by a single company. Since the Assessor's Office IT staff is very small, ease of use, services and training on the new system were important. Services to convert from the old systems to the new converged were provided.

4. Results Achieved:

Products were delivered on time and on budget. The old system was retired. The cutover met all milestones as planned and staff experienced minimal downtime. Since the new system is all supported by a single support infrastructure, ongoing support has become minimized. Going forward, patching and system maintenance should be lessened since converged appliances provide all patch testing using identical devices. Mr. Nicpan is more than willing to discuss his environment and experience with BCI.

**BCI Data Center****1. Contract Information**

Contract Name:	BCI Data Center
Period of Performance:	Ongoing
Contract Type:	BCI uses this data center to maintain our core business and also accepts contracts to manage IT needs for a significant number of businesses.
Total Contract Value:	NA

2. Point of Contact

Name:	Jeff Robbins
Company/Agency:	BCI
Phone Number:	(501) 537-7906
Email Address:	jrobbins@bcianswers.com

3. Description of the Services Provided

The BCI Data Center is suggested as a Past Performance customer since we provide hosted services from this system to a large variety of customers. All products used in our data center are products we recommend and support to clients who prefer to manage their own systems. In this data center devices consist of UCS appliances, switches and Next Generation Firewalls (NGFW). Customers use this for a variety of purposes including co-location space, disaster recovery, hosted email, hosted voice systems and more. This data center also serves as a platform to offer testing services to our customers such as load testing.

4. Results Achieved:

The Data Center is a secure, SSAE 16, SOC 2, Type II compliant data center where we can offer a diverse suite of services including:

- **BCI network management platform** - Our Managed Network Services provide scalable, resilient and reliable monitoring capabilities, allowing us to proactively manage your critical IT resources, whether they are on premise or cloud-based.
- **The unified architecture** - enables us to monitor servers, applications, databases, networking services, network devices, in addition to private and public clouds.
- **Extremely efficient monitoring capabilities** - with end-to-end performance and availability monitoring.

**1. Contract Information**

Contract Name:	Network, Core, and infrastructure refresh
Period of Performance:	3 month project after award.
Contract Type:	Fixed Bid
Total Contract Value:	\$425,000.00

2. Point of Contact

Name:	
Company/Agency:	
Phone Number:	
Email Address:	

3. Description of the Services Provided

██████████ had a network that had been built in the early 2000's along with a server environment that was also built during this time. BCI designed a network refresh along with a server consolidation project to upgrade ██████████'s environment to the latest technologies and allow for growth to support the existing and new applications.

4. Results Achieved:

Network – BCI Deployed a 10GB Cisco Core along with 10GB Cisco Access switches and simplified two networks into one network. A 10GB backbone allows for faster delivery of applications, more user traffic and happier end users.

Power – BCI deployed APC Symmetra UPS to provide clean and stable power for the end users core investments. This facility does not have a generator so it was crucial to provide the stable power to protect the investments going into the data center.

Server Consolidation and Storage – BCI inventoried all of ██████████'s existing systems and worked with ██████████ staff to predict in short term the future upcoming projects. BCI designed a Cisco UCS solution along with an EMC Storage solution to use in this server consolidation portion of this project. Once deployed, ██████████ was 98% virtualized. This upgrade included a Microsoft Domain and Exchange upgrade, consolidation of an X-ray (PACS) application into the Virtual environment, along with almost all other applications that are supported in a virtual environment.

This project brought ██████████ up to current technology that will provide them with a path to the future, without need for wholesale upgrades in the future. These changes made them more agile for change future upgrades will be much more cost effective due to this design.

[illegible][illegible]



List of failed projects – BCI does not have any failed projects, suspensions, debarments or significant litigation.

Other Information relating to Vendor's experience – As stated elsewhere, BCI has a significant body of work in this field across several southern states. The project below is included to demonstrate the high level of confidence placed in BCI engineers, not only for their skill and expertise, but also for their character and ability to design unique, affordable and highly available systems. Reliability and security are of paramount importance in our business and these projects demonstrate all of those qualities.

Mississippi Gulf Coast Schools

1. Contract Information

Contract Name:	Mississippi Gulf Coast Schools
Period of Performance:	
Contract Type:	Post-Hurricane Katrina recovery
Total Contract Value:	NA

2. Description of the Services Provided

BCI played an important lead engineering role for the K-12 21st Century Showcase Schools by Cisco. The project used Katrina recovery funds to rebuild the schools of south Mississippi and, therefore, was highly regulated. This project included design and implementation of Cisco switches, security, voice, wireless, and advanced services such as network admission control. While outside the window required for this RFP, this represents a significant body of work that demonstrates BCI's capabilities, experience and dedication.

3. Results Achieved:

This project was completed on time and on budget, meeting a higher standard of regulations from local authorities, the federal government and Cisco. Schools in the Mississippi gulf coast region were rebuilt to an extremely high standard over a 2 year period after a devastating natural disaster. Disaster recovery plans were not sufficient for this level of disaster, so BCI not only assisted with the schools, but furthered that with the 21st Century Schools design.

Conflict of Interest –There are no known conflicts of interest.

Clients Lost from January 2010 to present– Customers may occasionally choose alternate vendors, but no clients were knowingly lost due to contract dispute. BCI enjoys a significant portfolio of loyal customers, and works to ensure that our customer base is well informed at all times. A well-formed Statement of Work and an adherence to good project management techniques help to set expectations for both BCI and our customers. This methodology has worked well to avoid or resolve conflict.

5.5.1 Background Investigation – Acknowledged.

5.6 Subcontractor – BCI will not subcontract this project.

6.0 Generally -- Acknowledged.

6.1 Evaluation Criteria for Selection – Acknowledged.



RFP Number: BLR-150003 Scope of Work and Design Summary

State of Arkansas, Bureau of Legislative Research Information Technology - Storage Refresh Services RFP Response

Attn: Jillian Thayer
500 Woodlane Street
State Capitol Building
Room 315
Little Rock, Arkansas 72201
(501) 682-1937

Business Communications, Inc.
650 S. Shackleford Rd.
Suite 241
Little Rock, AR 72211

Dan Yarbrough
Account Executive
dyarbrough@bcianswers.com
(501) 537-7914

Mark Miller
Solutions Engineer
mmiller@bcianswers.com

7/6/2015

Project Definition

This Scope defines the installation and configuration of two Cisco UCS Blade Chassis, and two Nimble CS300 SANs, at the Bureau of Legislative Research.

Design Summary

This solution is based around the Nimble Storage Smartstack with Cisco UCS Mini, and was developed using the specifications listed in the Information Technology Storage Refresh Services RFP. The solution contains the following components, to be installed at two locations specified by the Bureau of Legislative Research.

Each location will have the following hardware installed and configured as specified by the RFP:

- (1) Cisco UCS Mini 5108 Blade Chassis
 - a. Four 2500W redundant power supplies
 - b. Two 6324 Fabric Interconnects
 - c. Three B200M3 Servers
 - i. Two servers will have 320GB RAM, One server with 256GB RAM
 - ii. Each server will have two E2609B 4C 2.5Ghz Processors
 - iii. Each server will have two Mirrored 500GB SATA drives
 - iv. Each server will have one 32G SD Card
 - v. Each server will have 4x10GB Unified I/O
- (1) Nimble Storage CS300 Storage Array
 - a. 12x3TB HDD
 - b. 4x600GB SSD
 - c. Redundant 10GB connectivity to Cisco UCS Fabric Interconnects (see Switching Option)
 - d. SANs will mirrored for redundancy
 - e. SANs will be configured for Snapshots for incremental changes
 - f. BackupExec (license provided by BLR) will be used for hourly, daily, and weekly backups (see Scope of Work Section)

One of the locations, to be determined by BLR, will have the following as specified by the RFP:

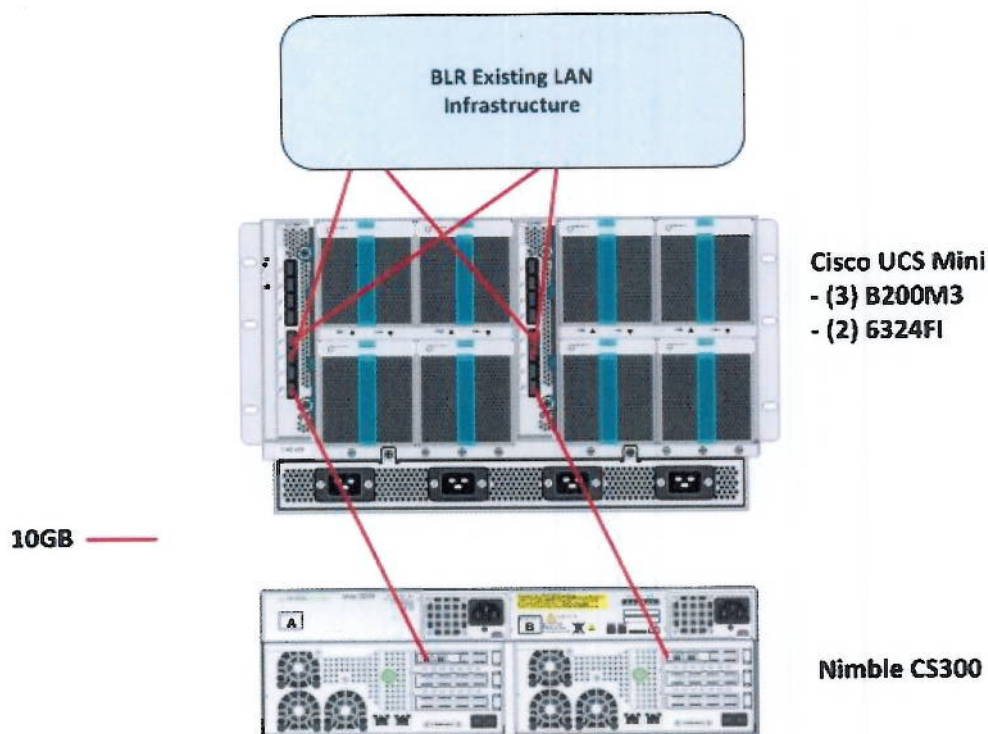
- One VMware Essential Plus License
- One APC UPS to support both the Cisco UCS Mini Chassis and Nimble Storage Array

Each component above will have a 5-year warranty, with Next Business Day Parts and Software support.

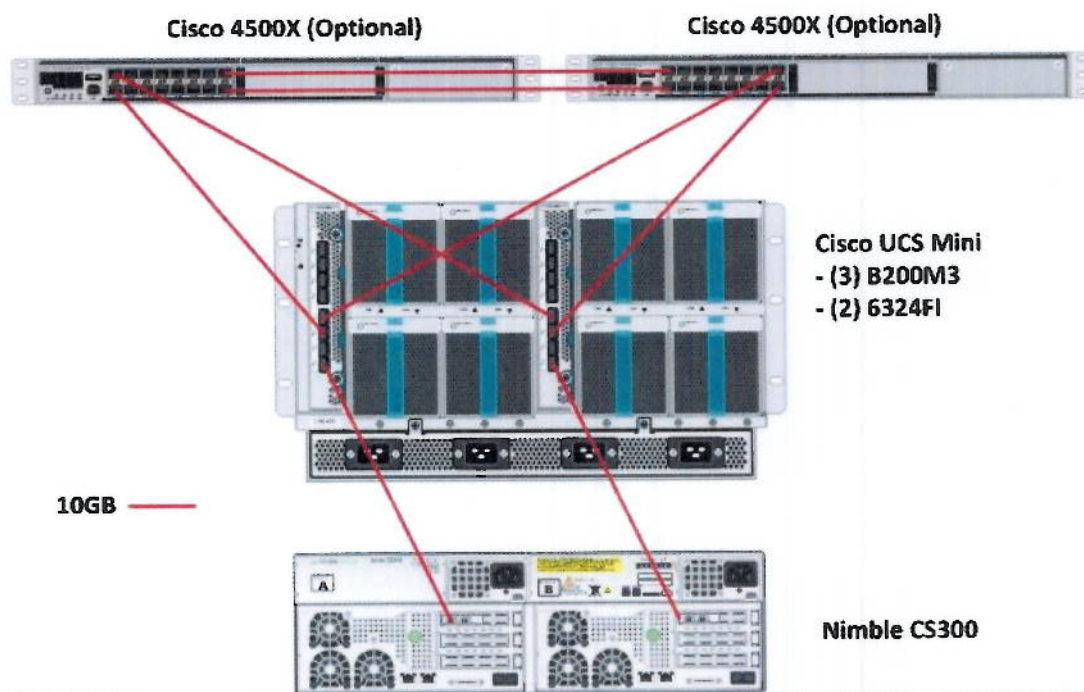
Switching Option:

The Nimble Storage Smartstack design is based on direct, redundant connectivity between the Nimble Storage Array, and the Cisco UCS Mini Fabric Interconnects. No physical switching infrastructure between the Server Chassis and the Storage Array is required. An option for switching, however, is being offered for ease of connectivity and redundancy to the customer's LAN. This option contains two redundant Cisco 4500X 10G switches at each location, configured as a VSS pair. If this option is not exercised, the customer's existing LAN Infrastructure will connect directly into the Fabric Interconnects.

Design Drawings:



Shown with Optional Switching:



Scope of Work

Project Kick-off

- BCI will schedule a meeting prior to any work being carried out to act as a project kickoff point.
- At this meeting an official plan will be developed from this scope of work and additional items that will be discovered and designed through the meeting itself to include:
 - Scheduling
 - Site power and space requirements
 - Determine number of volumes
 - Pre-install checklist (Nimble)
 - Data Migration details
 - Snapshot configuration details
 - Backup schedules
- BCI will obtain all current configurations from the current system if applicable, and obtain necessary IP addressing, and basic administrative information necessary for configurations.
- During the course of this project, BCI project management will remain closely involved with the scheduling and project plan.
- At the end of this project, BCI and Customer will meet to discuss the final completion and sign off of this project.

Cisco UCS Mini and Nimble CS300

- BCI will install the following Cisco UCS Chassis, Fabric Interconnects, Blade Servers, and SANs into a customer provided rack or other allocated space:
 - Site 1 = (1) Cisco UCS 5108 Blade Chassis with dual 6324 Fabric Interconnects
 - Site 2 = (1) Cisco UCS 5108 Blade Chassis with dual 6324 Fabric Interconnects
 - Site 1 = (3) Cisco B200 M3 Blade Servers
 - Site 2 = (3) Cisco B200 M3 Blade Servers
 - Site 1 = (1) Nimble CS300 Storage Array
 - Site 2 = (1) Nimble CS300 Storage Array
 - Site 2 = APC Smart-UPS SRT 6000VA

Note: It is the customer's responsibility to provide the power and space necessary for this project. The customer will be responsible for connecting and wiring the UPS to the power panel.
- BCI will configure each chassis for out-of-band management.
- BCI will configure each chassis for the B200 M3 blade servers.

Note: This project includes all cabling necessary for connectivity between the Storage Array and Fabric Interconnects. Cabling required for connectivity between the Fabric Interconnects and the customer's LAN Infrastructure is the responsibility of the customer.
- BCI will update chassis and server firmware to the latest version if applicable.
- BCI will configure redundant connectivity between the Fabric Interconnects and the Storage Arrays.
- The following tasks will be performed by Nimble Professional Services:
 - Create and configure a volume collection
 - Configure protection templates for snapshots
 - Create and configure initiator groups
 - Create and configure a single volume
 - Configure size, various reserves, performance policy, and synchronization type.

BCI Initials

Date

Customer Initials

Date

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- Configure initiator access.
- Configure and connect two (ESX or Windows) hosts to a volume
- Verification of read/write access
- Allow snapshot creation (via schedule or manually)
- Show clone volume operation
- Replication setup and verification
- Monitoring
- Show Throughput, IOPS, replication graphs
- Show capacity, compression
- Show various admin commands (SNMP, update software)
- Verify failover from controller to controller.
- Confirm HA by pulling all cables from active controller.
- Ensure pathing is configured correctly to support a seamless failover.
- Test outbound path by pinging gateway, DNS server, and www.nimblestorage.com
- Test ASUPs, heartbeats and email alerts
- Verify alerts are functioning
- Turn on tunneling
- Update to latest Nimble OS
- Run Auto-Support
- Conduct basic knowledge transfer.
- BCI will install and configure VMWare V5 (VMWare Essentials Plus)
- BCI will test server to SAN communication
- BCI will assist the customer as needed with any switch configuration necessary for connectivity between the customer's existing LAN Infrastructure and the Fabric Interconnects.
- BCI will create a basic server template *Note: Any Microsoft or OS licensing necessary for this project is the responsibility of the customer.*
- BCI will migrate data from the customer's existing SAN at Site 1 (primary) to the new Storage Array.
- BCI will configure BackupExec for SAN backup on a schedule determined by the customer. *Note: BackupExec software and licensing to be provided by the customer.*

Switching (Optional):

- BCI will install the below Cisco 4500X Series Switches into an existing equipment rack or an area designated by the customer
 - Site 1 = (2) WS-C4500X Catalyst Switches
 - Site 2 = (2) WS-C4500X Catalyst Switches
- BCI will configure each Switch to include:
 - IP Address for management on VLAN1
 - VTP domain
 - Connect to existing customer fiber plant. *Note: Cabling necessary to connect to customer's existing LAN is the responsibility of the customer.*
 - Load basic configuration
 - Create standard configuration template
 - BCI will configure Layer 3 routing and Layer 2 configuration as needed, and VSS for site redundancy and failover.

Knowledge Transfer

- BCI will provide up to eight (8) hours of training to BLR staff on all components installed and basic administrative functions and management, to include system recovery.

Project Deliverables

- At the completion of the project, BCI will deliver to the customer full documentation of the network/systems as installed.
- BCI will provide a backup copy of all device configurations to the customer.

Customer Prerequisites:

- Customer will have a dedicated staff member available for the duration of this scope of work.
- Customer will provide physical access to all systems covered in this scope of work.
- Customer will have all wiring needs to be completed prior to work beginning. This includes network wiring, phone lines, and electrical outlets.
- Customer has sufficient power and cooling requirements for any device at the location that BCI installs included in this SOW. (racks, desk, etc...)
- Customer will need to have available rack space or suitable location identified for the mounting of the any device that BCI installs in this SOW to include proper grounding. BCI cannot guarantee proper operation in case of a power surge if racks and equipment are not properly grounded.

Assumptions

- No work will commence until a valid contract is signed.
- This scope is specifically limited to the project definition above. This scope does not address any other issues, such as application loading and training, network administration and usage, troubleshooting, Advanced Call flow setup, etc.
- Customer has sufficient power for any device that BCI installs included in this scope of work.
- Any other work found to be needed and not addressed in the scope of work would be considered outside of this project and billed separately on a time and materials basis.
- BCI will not be responsible for the integrity of the customers' existing or future data.
- It is our understanding that a full system back-up will be completed before our arrival.
- All cabling and power requirements have been met.
- Financial arrangements will be fulfilled prior to the start of the project.
- By signing this document, customer acknowledges they have received a copy and agrees to the terms and conditions of the Business Communications, Inc. Master Service Agreement.

Issues/Concerns

- BCI assumes no responsibility for any lost, damaged, or corrupt data due to file transfers.

BCI Initials _____ Date _____

Customer Initials _____ Date _____

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Warranties and Limitations

Managed Services

- a. **Warranty.** During the term of this SOW and associated Managed Services Addendum(s) BCI shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify BCI of any failure to so perform within ten (10) days after the date on which such failure first occurs. If BCI is unable to correct and/or re-perform the Service within a reasonable time, then BCI's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to BCI, termination of the affected Managed Services in the SOW and associated Managed Services Addendum(s) forthwith and BCI shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date.
- b. **Disclaimer and Exclusions.** Except as expressly stated in Section (a) above, BCI (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY BCI TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.

(Non-Managed) Services

BCI warrants that the Services provided herein shall be performed in a workman like manner in accordance with industry standards. BCI makes and the Customer receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. BCI shall have no liability with respect to its obligations under this Agreement for loss of data, consequential, exemplary, or incidental damages or loss of profits or for any other similar damages even if it has been advised or has the knowledge of the possibility of such damages. It is Customer's sole responsibility to maintain backup data necessary to restore critical Customer files in the event of loss or damage to such data from any cause. BCI is not responsible for Product defects or Product limitations. BCI shall have no liability with respect to changes made to Customer's system by persons other than authorized BCI personnel.

Project Acceptance

Customer Signature _____

Date _____

BCI Signature _____

Date _____

Completion Signoff (*Undersigned Acknowledges that BCI has satisfactorily performed the support herein.*)

Customer Signature _____

Date _____

Equal Employment Opportunity

BCI is committed to Equal Employment Opportunity and pledges to:

- Ensure that all employees and applicants are afforded equal opportunities in all aspects of employment free from all forms of discrimination or harassment, including sexual harassment.
- Uphold our solid commitment to take action in our recruiting, hiring, training and promotion practices without regard for race, color, religion, sex, national origin, age, military status, or disability or other characteristics protected by federal or state law.
- Ensure that all human resource actions including, but not limited to, recruiting, hiring, compensation, benefits, transfers, promotions, terminations, Company-sponsored training, education, social and recreational programs, are administered without regard to race, color, religion, sex, national origin, age, military status, or disability or other characteristics protected by federal or state law.

All management personnel share in this commitment to Equal Employment Opportunity. Applicable federal, state and other governmental agency regulatory notices relating to this policy of nondiscrimination are posted and maintained in locations available to employees.

be better.

142 Highland Colony Pkwy
Ridgeland, MS 39157

tt 800.748.6317
o 601.898.1890
f 601.898.1310

bcianswers.com

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Business Communications, Inc. ☐ Goods? ☐ Services? ☒ Both?

YOUR LAST NAME: Latour

FIRST NAME: Greg

M.I.:

ADDRESS: One Financial Centre, 650 South Shackleford, Suite 241

CITY: Little Rock

STATE: AR

ZIP CODE: 72211

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		Position of Control
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature [Signature] Title President Date 7/6/15

Vendor Contact Person Dan Yarbrough Title Account Executive Phone No. 501-537-7904

Agency use only

Agency Number Agency Name

Agency Contact Person

Contact Phone No.

Contract or Grant No.



City of Little Rock
Treasury Management Division

100 City Hall
500 West Markham St
Little Rock, Ar 72201
Phone: (501) 371-4566
Fax: (501) 371-4569

2015

Business License

2015

License is **BAILEY TONY**
Granted To: **BUSINESS COMMUNICATION INC**
442 HIGHLAND COLONY PARKWAY
RIDGELAND, MS 39157

License **BUSINESS COMMUNICATION INC**
Address: **900 S SHACKLEFORD ROAD # 300**
LITTLE ROCK, AR 72211

Account Number: **BL141815**

Item	Description of Business	Amount
2697	COMPUTER SVCS-BASE	100.00
2698	COMPUTER SVCS-EMP.	120.00
2707	COMPUTER SVCS-NETWORKING-BASE	100.00
2708	COMPUTER SVCS-NETWORKING-EMP.	120.00

Auto Assessment Charge 24.00
TOTAL PAID \$464.00

n the City of Little Rock, County of Pulaski, State of Arkansas. For 12 months from the 1st day of January, 2015.
Given under my hand this the 6th day of July, 2015.

Scott Massanelli Treasury Manager

By: Amanda McKinney

INFORMATION OF IMPORTANCE TO HOLDER OF THIS ORIGINAL LICENSE:

- his License: 1. Does not authorize a business to operate in conflict with the laws of the City of Little Rock (inclusive of zoning regulations) or the State of Arkansas.
2. Must be posted in a conspicuous place at the business location being licensed.
3. Is NOT transferable with respect to location, business classification, or ownership. Change in location, classification or ownership will necessitate a new license.

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Vendor:	Business Communications, Inc.
Tax ID:	7886
Disclosure Statement:	I certify that I DO NOT employ or contract with an illegal immigrant.
Contact E-mail:	ssmith@bcianswers.com
Submitted on:	07-01-15
Valid through:	06-29-16

Dated July 6, 2015

VPAT Web Content Accessibility Guidelines 2.0 level AA

The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity. It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service. NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
<i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i>				

I.1.1	<p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. 	No	Yes	<p>All content on the Nimble Storage site will be text only.</p> <p>We will not use CAPTCHA for content access.</p> <p>Decorative formatting can be ignored by assistive technology.</p>
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VPAT

Web Content Accessibility Guidelines 2.0 level AA

<i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i>				
		No	Yes	There will be no pre-recorded audio or video on the Nimble Storage website.
1.2.1	<p>Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> • Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. 			
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	Yes	There will be no pre-recorded audio or video on the Nimble Storage website.
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	Yes	There will be no pre-recorded audio or video on the Nimble Storage website.
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)	No	Yes	There will be no live audio content on the Nimble Storage website.
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)	No	Yes	There will be no pre-recorded audio or video on the Nimble Storage website.
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			

1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			

VPAT

Web Content Accessibility Guidelines 2.0 level AA

<i>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</i>				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	Yes	Yes	The Nimble Storage website will be simple text only.
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	Yes	Yes	The Nimble Storage website will be simple text only.
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)	Yes	Yes	The Nimble Storage website will be simple text only.
<i>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</i>				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)	Yes	Yes	The Nimble Storage website will be simple text only.
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)	No	Yes	The Nimble Storage website will not have pre-recorded audio.
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 	Yes	Yes	Meets requirements

1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)	Yes	Yes	Meets requirements
1.4.5	<p>Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <ul style="list-style-type: none"> Customizable: The image of text can be visually customized to the user's requirements; Essential: A particular presentation of text is essential to the information being conveyed. 	Yes	Yes	The Nimble Storage website will be simple text only. No images of text will be used.
1.4.6	<p>Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)</p> <ul style="list-style-type: none"> Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.7	<p>Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> No Background: The audio does not contain background sounds. Turn Off: The background sounds can be turned off. 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 			

1.4.8	<p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. 			
1.4.9	<p>Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p>			

VPAT Web Content Accessibility Guidelines 2.0 level AA

Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i>				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)	Yes	Yes	Correct, not specific timings, just regular keystrokes.
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)	Yes	Yes	
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)			
<i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i>				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 	Yes	Yes	There will be no time limit other than browser functionality.

2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 	Yes	Yes	There will be no automatic blinking, moving, or scrolling on the Nimble website.
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	Yes	Yes	There will be no flashing content on the site
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Yes	Yes	There is no repeating content.
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)	Yes	Yes	All web pages will have descriptive titles.
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)	Yes	Yes	There may be sequential navigation but nothing unusual
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)	Yes	Yes	Links will be clearly identified

2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	Yes	Yes	There will be multiple navigation methods
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Yes	Yes	Yes
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	Yes	Yes	Yes
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 3.1 Readable: Make text content readable and understandable.</i>				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	Yes	Yes	Yes
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Yes	Yes	Yes
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)			

<i>Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.</i>				
	Yes	Yes	Yes	Yes
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Yes	Yes	Yes
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Yes	Yes	Yes
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Yes	Yes	Yes
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Yes	Yes	Yes
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)			
<i>Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.</i>				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	Yes	Yes	Yes
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Yes	Yes	Yes
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)	Yes	Yes	Yes
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 	Yes	Yes	Website will not include any financial transactions or commitments.
3.3.5	Help: Context-sensitive help is available. (Level AAA)			

3.3.6	<p>Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none">• Reversible: Submissions are reversible.• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.			
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VPAT Web Content Accessibility Guidelines 2.0 level AA

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i>				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)	Yes	Yes	Yes
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)	Yes	Yes	Yes

Date: August 31, 2012

Name of Product: Cisco Unified Computing System Manager Version 2.1

Contact for more Information: accessibility@cisco.com

Cisco UCS Manager provides unified, embedded management of all software and hardware components of the Cisco Unified Computing System - across multiple chassis and thousands of virtual machines.

Cisco® UCS Manager creates a unified management domain and serves as the central nervous system of the Cisco Unified Computing System.

Cisco UCS Manager is embedded device-management software that manages the system from end to end as a single logical entity through an intuitive GUI, a command-line interface (CLI), or an XML API.

The following testing was done on a Windows XP with Freedom Scientific's JAWs screen reader v 10.0, Microsoft XP Screen Magnifier, Microsoft XP Accessibility Options (Filter keys and Display/Contrast settings), and Microsoft XP On-screen Keyboard.

All changes to UCS 2.1 from previous version 1,3 in terms of functionality or UI methods and behaviors are fully reflected in the integration APIs and CLI. Hence, UCS v1.3 testing and conclusions should be fully applicable to UCS v2.1.

Summary Table - Voluntary Product Accessibility Template

Criteria	Supporting Features	Remarks and Explanations
Section 1194.21 Software Applications and Operating Systems	Included	Cisco UCS Manager has a GUI and a CLI for use by server, network, and storage administrators. Cisco UCS Manager also provides a number of APIs for integration with existing data center systems management tools. Some examples of these APIs are Intelligent Platform Management Interface (IPMI), Simple Network Management Protocol (SNMP), and a full-featured XML interface. The XML interface allows the entire system to be monitored or configured externally by upper-level systems management tools. Figure 1 shows the three Cisco UCS Manager management tabs. This product family leverages a command line interface (CLI). The CLI is inherently 508 conformant because it is text based and relies on keyboard for navigation. All functions

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Last Updated: August 31, 2012

		administered, configured, and managed through the GUI are also available in the CLI.
Section 1194.22 Web-based internet information and applications	Not Applicable	
Section 1194.23 Telecommunications Products	Not Applicable	
Section 1194.24 Video and Multi-media Products	Not Applicable	
Section 1194.25 Self-Contained, Closed Products	Not Applicable	
Section 1194.26 Desktop and Portable Computers	Not Applicable	
Section 1194.31 Functional Performance Criteria	Included	
Section 1194.41 Information, Documentation and Support - Detail	Included	

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Last Updated: August 31, 2012

Section 1194.21 Software Applications and Operating Systems

Cisco Unified Computing System Manager Version 2.0

Clause	Criteria	Supporting Features	Remarks and Explanations
1194.21(a)	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Does Not Support	The product does not work with keyboard only navigation. The keyboard focus gets trapped in the content and tabbing does not move focus to the next element. Furthermore, there is limited visible focus of the current location within the application.
1194.21(b)	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Supports	The following accessibility features are supported: StickyKeys and ToggleKeys.
1194.21(c)	A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Does Not Support	There is no well-defined on-screen indication of the current focus on the interactive interface elements as the input focus changes. The focus is not programmatically exposed to Assistive Technology.

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Last Updated: August 31, 2012

1194.21(d)	Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Does Not Support	The application is not accessible to the screen reader. JAWS does not read anything except the Title of the application.
1194.21(e)	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Does Not Support	See 1194.21(d)
1194.21(f)	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Does Not Support	The application is not fully keyboard accessible and the text is not accessible to a screen reader.
1194.21(g)	Applications shall not override user selected contrast and color selections and other individual display attributes.	Does Not Support	The contrast color and text size are not inherited. However, the product does work with a Screen Magnifier, e.g. Microsoft Screen Magnifier.
1194.21(h)	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not Applicable	No animations exist in product.

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Last Updated: August 31, 2012

1194.21(i)	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color coding is used but it has textual info associated with it.
1194.21(j)	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable	There are no color options available.
1194.21(k)	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	No instances of blinking or flashing objects in the danger range of 2Hz to 55Hz.
1194.21(l)	When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Does Not Support	Product is not compatible with JAWS the screen reader.

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Last Updated: August 31, 2012

Section 1194.31: Functional Performance Criteria – Detail

Cisco Unified Computing System Manager Version 2.0

508 Clause	Criteria	Supporting Features	Remarks and Explanations
1194.31(a)	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports with Equivalent Facilitation	See remarks in 1194.21 (a)(c)(d)(e)(f)(g)(i) Product has command line interface (CLI) that permits complete control over configuration which is fully compatible with screen reader technology.
1194.31(b)	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports with Equivalent Facilitation	See Remarks in (c)(g) Text-based product and is dependent on the application that is used to access the CLI.
1194.31(c)	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.	Supports	No audio features in product.
1194.31(d)	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not Applicable	No audio features in product.
1194.31(e)	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	Text-based product and does not require speech.
1194.31(f)	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports with Equivalent Facilitation	See remarks in 1194.22 (a)(d)(f) Product has command line interface (CLI) that permits complete control over configuration through keyboard.

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Last Updated: August 31, 2012

Section 1194.41: Information, Documentation and Support

508 Clause	Criteria	Supporting Features	Remarks and Explanations
1194.41(a)	Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Accessible documentation is available through Cisco Technical Assistance Center (TAC) upon request.
1194.41(b)	End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Accessible documentation is available through Cisco Technical Assistance Center (TAC) upon request.
1194.41(c)	Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Cisco conforms through equal facilitation. Customers may reach Cisco Technical Assistance Center (TAC) via Phone, Email or Web Form. All cases open through email or web are opened as Priority 3 cases. All Priority 1 or Priority 2 case can only be opened via the telephone. TTY users must call the Text Relay Service (TRS) by dialing 711 and have the TRS agent contact Cisco TAC via voice.

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For more information please contact accessibility@cisco.com

Last Updated: August 31, 2012

ATTACHMENT A

OFFICIAL PROPOSAL PRICE SHEET

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail and not part of the technical evaluation. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Any cost not identified on this schedule but subsequently incurred will be the responsibility of the Vendor.
2. Bids should provide at least a 180-day acceptance period.
3. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

DESCRIPTION	PRICE PER HOUR	Number of Positions
Project Manager	\$ 100.00	1
Level 4 Engineer	\$ 190.00	3
Level 3 Engineer	\$ 160.00	1
Level 2 Engineer	\$ 125.00	1
DESCRIPTION	PRICE PER UNIT (if applicable)	TOTAL PRICE
2 CS300-2P-36T-2400F CS300, 2x1 GigE, Dual 10GbE Optical (Qty. 1 pair), 12 x 3TB HDD, 4 x 600GB SSDs	\$ 54,260.20	\$ 108,520.40
2 SLA-NBD NBD Parts Del, SW Sup & InfoSight - NextGen Arrays - 60-Month Support	\$ 23,596.32	\$ 47,192.64
2 UCS-SP-MINI-AC2 UCS MINI SP 5108 BLADE SVR AC2 CHAS	\$ 8,937.73	\$ 17,875.46
4 UCS-SP7-SR-B200-E B200M3 W/ 2XE52609B8X8GBVIC1240	\$ 3,259.24	\$ 13,036.96
2 UCSB-B200-M3-U CTO UCS B200 M3 BLADE SVR W/O CPU MEM ML	\$ 1,203.25	\$ 2,406.50
4 UCS-CPU-E52609B= 2.50 GHZ E5-2609 V2 80W 4C 10MB CACHE	\$ 342.97	\$ 1,371.88
12 A03-D500GC3= 500GB 6GB SATA 7.2K RPM SFF HPLUG/DR SLE	\$ 232.72	\$ 2,792.64

48 UCS-ML-1X324RZ-A= 32GB DDR3 1866MHZ LR DIMM PC3-14900	\$ 717.22	\$ 34,426.56
2 UCSB-MLOM-40G-01=VIC 1240 MOD LOM FOR M3 BLADE SVR	\$ 571.87	\$ 1,143.74
16 SFP-H10GB-CU5M= 5M CBL 10GBASE-CU SFP+ 1000BASE-X - SFP	\$ 57.23	\$ 915.68
6 UCS-SD-32G-S= 32GB SD CARD FOR UCS SVR	\$ 61.80	\$ 370.80
2 CON-SNT-6508AC2S SMARTNET 8X5XNBD UCS MINI SP 5108 BLADE	\$ 398.61	\$ 797.22
4 CON-SNT-FIM6324S SMARTNET 8X5XNBD UCS SP 6324 IN-CHAS FI	\$ 1,186.57	\$ 4,746.28
2 CON-SAU-UCSMGRAS SW APP SUP+UPG UCS CENTRAL PER UCS DOMAIN	\$ 11,124.09	\$ 22,248.18
4 CON-SNT-SP7B200E SMARTNET 8X5XNBD FOR UCS-SP7-SR-B200-E	\$ 1,070.70	\$ 4,282.80
2 CON-SNT-B200M3-U SMARTNET 8X5XNBD UCS B200 M3 BLADE SVR	\$ 1,070.70	\$ 2,141.40
APC Smart UPS Srt 6 KVA RM 208B 6 FULL PALLE	\$ 3,993.93	\$ 3,993.93
SMART UPS SRT 192V 5KVA 6KVA RM BATT PK	\$ 1,024.11	\$ 1,024.11
STEP-DOWN XFMR RM 2U 208V 120V W/ 5-20 R	\$ 517.70	\$ 517.70
1 VMware Essentials Plus KitVSPH 6 ESS+ KIT 3 HOSTS MAX 2 PROC HOST	\$ 4,260.48	\$ 4,260.48
PROD SUP VSPH 6 ESSENTIALS+ KIT 1YR	\$ 977.12	\$ 4,885.60
Professional Services to for turnkey project including: Installation, Configuration, Project Management of 2 Nimble SANs, 2 Cisco UCS Minis, 4 Cisco 4500X switches, 1 UPS, VMware licensing, Data Migration, Knowledge Transfer (Please see detailed Scope of Work)	\$ 26,490.00	\$ 26,490.00
TOTAL MAXIMUM AMOUNT OF BID:		\$ 305,440.96
Optional Equipment		
4 WS-C4500X-16SFP+ CTO CAT 4500-X 16PT 10G IP BASE FRONT BA	\$ 6,328.00	\$ 25,312.00
4 C4KX-PWR-750AC-R= CATALYST 4500X 750W AC FRONT TO BACK	\$ 791.00	\$ 3,164.00
4 CON-SNT-WSC16SFX SMARTNET 8X5XNBD CATALYST 4500X 16PT	\$ 4,992.07	\$ 19,968.28
Installation of optional equipment	\$ 800.00	\$ 800.00
SUBTOTAL of Optional equipment		\$ 49,244.28
TOTAL MAXIMUM AMOUNT OF BID - including Optional equipment		\$ 354,685.24

Signature/Title: Dan Yarbrough, Acct. Mgr. Date: 7/6/2015

Dan Yarbrough, Account Manager
dyarbrough@bcianswers.com, 501-537-7914
Business Communications, Inc.

ATTACHMENT 3

Business Communications, Inc.'s Answers to RFP No. BLR-150003 – Questions

Business Communications, Inc. Response to "RFP No. BLR-150003 – Questions"
Submitted July 27, 2015, by Dan Yarbrough, dyarbrough@bcianswers.com, (501) 537-7914

1. Describe your hardware or software replication process.

BCI Response:

Nimble hardware replication is included with our proposed solution and requires no additional licensing. The basis of data protection and replication in our proposal is our snapshot functionality. Nimble snapshots are extremely efficient because of compression of data in-flight, and highly granular delta change capture. As a result of these optimizations, it is typical that a Nimble Storage customer will commence to taking five-minute interval snapshots for critical data, and can in fact nest several sub-schedules within one master schedule for any number of volumes on the array.

Nimble Storage customers typically retain snapshots for any and all volumes on an array in excess of 90 days, and consume less than 10% of the storage space on the array. Because of the efficiencies we have achieved, there is no requirement to set a reserve capacity for the retention of snapshots. The efficiency of delta change capture is enabled by centering on a 2K block granularity within our underlying block store system.

This has a profound impact on replication bandwidth efficiency as well. Most simply put, we don't send anything across the wire except the compressed delta changed data, along with a very small amount of metadata reference to account for the geometry of the volume in snapshot. There is neither wasted space on the local or remote SAN, nor wasted bandwidth to re-transmit unchanged data. As we've grown our customer base, it has become apparent that our efficiencies have ongoing beneficial impacts on our customers that were struggling with traditional backup to disk methodologies, and recovery time objective (RTO) as well as recovery point objective (RPO). With our proposed solution, RTO and RPO are quite literally whatever you'd like them to be.

2. How is your telephone support? If I call, do I get an engineer or will I have to start at one level and then get elevated to an engineer?

BCI Response:

BCI Customer Support Information and Procedures:

Our Customer Support Procedures are subject to change and the latest version is always posted and available on our website at: <http://bcianswers.com/home/service-desk-request>

Support - Call Handling Procedures

This document provides information regarding BCI's Service procedures, problem prioritization, tracking, and escalation guidelines for issues related to Managed Services.

BCI Support Desk

Support Hours: 24 x 7 x 365
Office Hours: 7am to 6pm CST (M-F)
Phone: 800-748-6317 (Option 2 for customer service)
(Available 24x7x365)
Email: incidentrequest@bcianswers.com
(Monitored during Office Hours)
Web: <http://bcianswers.com/home/service-desk-request>
(Monitored during Office Hours)

Support Procedure for Contract Related Issues

How to Open a Case

To open a support case, simply call, email or use our web form to start that process. Once we have received your request we'll work with you to classify the *Priority Level* of the issue and prioritize your issue accordingly. In most cases we'll be able to start working with you over the phone right away. If we are unable to come to a resolution immediately over the phone we'll use the *Priority Level* to help us assign resources accordingly so we resolve your most important issues first.

In some situations more involved issues will require escalation to a specialized department. In that situation we'll make that escalation accordingly and the department will be able to review all notes attached to your incident.

Detailed reports of service requests, person reporting the issues, when the calls were resolved, and the resolution are available upon request.

Priority Levels

All service requests and emails will be evaluated, assigned one of the following priority levels, and handled accordingly.

- **Priority 1** - CRITICAL: Production systems are down, causing critical impact to business operations if service is not restored quickly. BCI commits substantial resources around the clock to resolve the situation.
- **Priority 2** - MAJOR: Production systems are severely degraded, impacting significant aspects of your business operations. BCI commits full-time resources during business hours to resolve the situation.
- **Priority 3** - MINOR: Productions systems are degraded. Functionality is noticeably impaired, but most business operations continue. BCI commits resources as available during normal business hours.
- **Priority 4** - INFORMATIONAL: Customer requires assistance but daily operations are not affected. BCI places these requests into a standard job queue for research and response.

NOTE: Priority 1 and 2 escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Priority 3 and 4 escalation times corresponds with BCI's

business hours: 7 a.m. to 6 p.m. Central Standard Time, Monday through Friday,
excluding BCI holiday observance.

Escalation Grid:

Elapsed Time	P1 – Critical	P2 – Major	P3 – Minor
15 Minutes			
1 Hour	Customer Service Manager		
4 Hours	Operations Manager	Customer Service Manager	
8 Hours	Director of Operations	Operations Manager	Customer Service Manager
24 Hours (1 day)		Director of Operations	Operations Manager
48 hours (2 days)			Director of Operations

Requesting Escalation:

If you feel that adequate progress or the quality of service is not satisfactory, or if you feel that your issue requires more attention, BCI encourages you to escalate your service request by contacting the appropriate management personnel listed below.

Name	Title	Phone	Email
Laura Smith	Customer Service Manager	601.914.4193	lsmith@bcianswers.com
Zach Peters	Operations Manager	601.914.4161	zpeters@bcianswers.com
Brett Hatten	Director of Operations	601.914.2449	bhatten@bcianswers.com

Response Times:

Type of Outage	Description	Response time
Non-critical	Functionality is noticeably impaired, but most business operations continue	Phone: We will respond within four hours during our normal office hours (7am to 6pm CST, M-F – excluding holidays) Onsite: We will be onsite(if deemed necessary) within two business days during our normal office hours (7am to 6pm CST, M-F – excluding holidays)
Critical	Core business operations have halted	Phone: We will respond within two hours 24x7x365 Onsite: We will be onsite (if deemed necessary) within four hours 24x7x365

3. What is your disaster recovery plan? Example: If we lose the production SAN or even a host, how do we recover?

BCI Response:

In the event of a Disaster Recovery scenario, recovery from the secondary Nimble array is straightforward, fast, and simple. All Nimble disaster recovery plans revolve around the replicated snapshot data between arrays, which are sent on a predetermined schedule that can be easily set by the array Administrator. For a planned failover event, such as a scheduled power outage at the Primary site, you can perform a graceful handover between arrays. A handover will perform a final replication between arrays and then transfer ownership of the volumes to the secondary Nimble. Then, the volumes can easily be mounted on the secondary VMware cluster and production can be resumed with minimal downtime (the actual recovery process can be performed in a matter of minutes). In the event of an unplanned outage such as the loss of the production array, you can perform a promotion on the secondary array. A promotion will cause the secondary array to take ownership of the replicated volumes based on the most recent available snapshot, which can then be mounted on VMware as with a planned handover.

An important consideration in any Disaster Recovery scenario is the rolling back of data to the primary site once the outage has been resolved. In the case of Nimble, this can be easily performed by initiating a handover between the secondary site and the newly-restored primary site. This will replicate all data back to primary, ensuring that any work done during the DR event will be reflected in production.

Host recovery can be accomplished through the VMware HA (High Availability) feature. VMware can be configured to automatically move VMs from a failed host to another server within the chassis in the event of a failure.

4. Do you have local support?

BCI Response:

BCI employs local engineers at each of our offices, including two CCIEs in our Little Rock office.

5. Does your system have a VMware plug-in for the management console?

BCI Response:

Cisco UCS Manager plug-in is an extension for the vSphere Web Client. It enables the virtualization administrator to view, manage, and monitor the Cisco UCS physical infrastructure. The plug-in provides a physical view of the UCS hardware inventory on the web client. A few of the key features are:

- Upload firmware*
- Modify firmware package version for the host firmware packs with option to move the affected ESX host into maintenance mode before triggering the firmware upgrade.*
- Monitor UCS domain, chassis, fabric interconnect, fabric extender, ESX and non ESX servers.*
- Map UCS servers to ESX hosts.*

- Inventory, installed firmware, faults, power, and temperature statistics for each server/ESX host.
- Create hardware or template based service profile

Nimble Storage offers a rich VMware plug-in, for both the Windows management console and Web client. By using the VMware Nimble plug-in, array administrators can perform all day-to-day management tasks, including: Volume/Datastore creation, Snapshot creation, Zero-copy Cloning, Delete Volumes, Grow Volumes, and Performance Monitoring.

6. Are the hours set aside for knowledge transfer a set amount or will you train even if extra hours are needed?

BCI Response:

We have allocated eight (8) hours for Knowledge Transfer and Training related to the overall solution. We feel this approach is appropriate for staff that has experience within a virtualized environment. Best Practices for this Cisco, Nimble and VMWare solution will be covered. Additionally, Nimble conducts training classes that are offered free to customers once a quarter for those interested in learning more about how Nimble works behind the scenes. This training is not required, nor is it necessary in many cases, because of Nimble's ease of use. If additional training is required, we would create a customized training plan which would be scheduled and billed according to the rate schedule provided, or BLR and BCI could enter into a separate training engagement.

7. How will the data migration process work from old SAN to new SAN? How long do you think it will take to migrate 16 TB of mixed data to the new SAN (All but 1TB of data are on VMware virtual servers)?

BCI Response:

For the VMware servers, the data migration process will be a fairly straightforward one. The Nimble would be connected via iSCSI to the existing VMware ESX hosts and the Virtual Machines can be moved to Nimble datastores via vMotion. The transfer rate of this migration process would depend on the network connectivity and performance of the old SAN, but a reasonable estimate would be 0.5GB/minute. However, VMware supports parallel operations across datastores, so the migration can be performed on all the source datastores simultaneously (up to 32 datastores can be migrated at the same time). This will speed up the process considerably. For the 1TB of non-VMware data, we can connect the source servers via iSCSI and leverage native file system tools (e.g. XCOPY, ROBOCOPY) to move the data in a multithreaded fashion to the Nimble.

ATTACHMENT 4

Scope of Work



RFP Number: BLR-150003 Scope of Work and Design Summary

State of Arkansas, Bureau of Legislative Research
Information Technology - Storage Refresh Services RFP
Response

Attn: Jillian Thayer
500 Woodlane Street
State Capitol Building
Room 315
Little Rock, Arkansas 72201
(501) 682-1937

Business Communications, Inc.
650 S. Shackleford Rd.
Suite 241
Little Rock, AR 72211

Dan Yarbrough
Account Executive
dyarbrough@bcianswers.com
(501) 537-7914

Mark Miller
Solutions Engineer
mmiller@bcianswers.com

9/23/2015

Project Definition

This Scope defines the installation and configuration of two Cisco UCS Blade Chassis, and two Nimble CS300 SANs, at the Bureau of Legislative Research.

Design Summary

This solution is based around the Nimble Storage Smartstack with Cisco UCS Mini, and was developed using the specifications listed in the Information Technology Storage Refresh Services RFP. The solution contains the following components, to be installed at two locations specified by the Bureau of Legislative Research.

Each location will have the following hardware installed and configured as specified by the RFP:

- (1) Cisco UCS Mini 5108 Blade Chassis
 - a. Four 2500W redundant power supplies
 - b. Two 6324 Fabric Interconnects
 - c. Three B200M4 Servers
 - i. Two servers will have 256GB RAM, One server with 320GB RAM
 - ii. Each server will have two E52609 V3 Processors
 - iii. Each server will have two 32G SD Cards
 - iv. Each server will have 4x10GB Unified I/O
- (1) Nimble Storage CS300 Storage Array
 - a. 12x3TB HDD
 - b. 4x600GB SSD
 - c. Redundant 10GB connectivity to Cisco UCS Fabric Interconnects (see Switching Option)
 - d. SANs will mirrored for redundancy
 - e. SANs will be configured for Snapshots for incremental changes
 - f. BackupExec (license provided by BLR) will be used for hourly, daily, and weekly backups (see Scope of Work Section)

One of the locations, to be determined by BLR, will have the following as specified by the RFP:

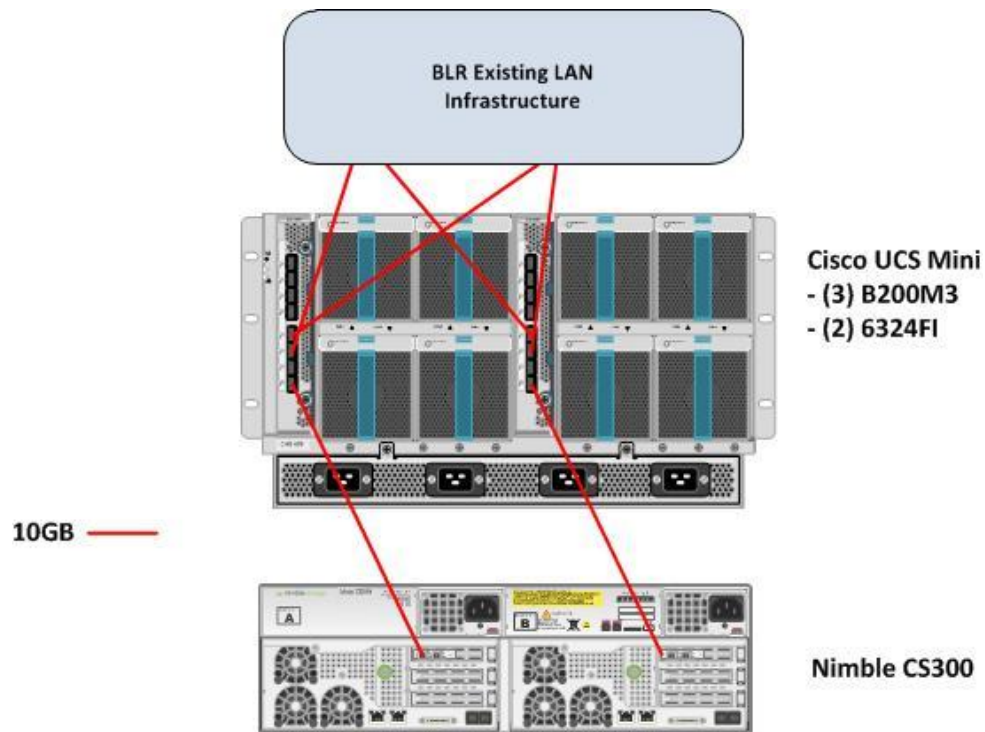
- One VMware Essential Plus License
- One APC UPS to support both the Cisco UCS Mini Chassis and Nimble Storage Array

Each component above will have a 5-year warranty, with Next Business Day Parts and Software support.

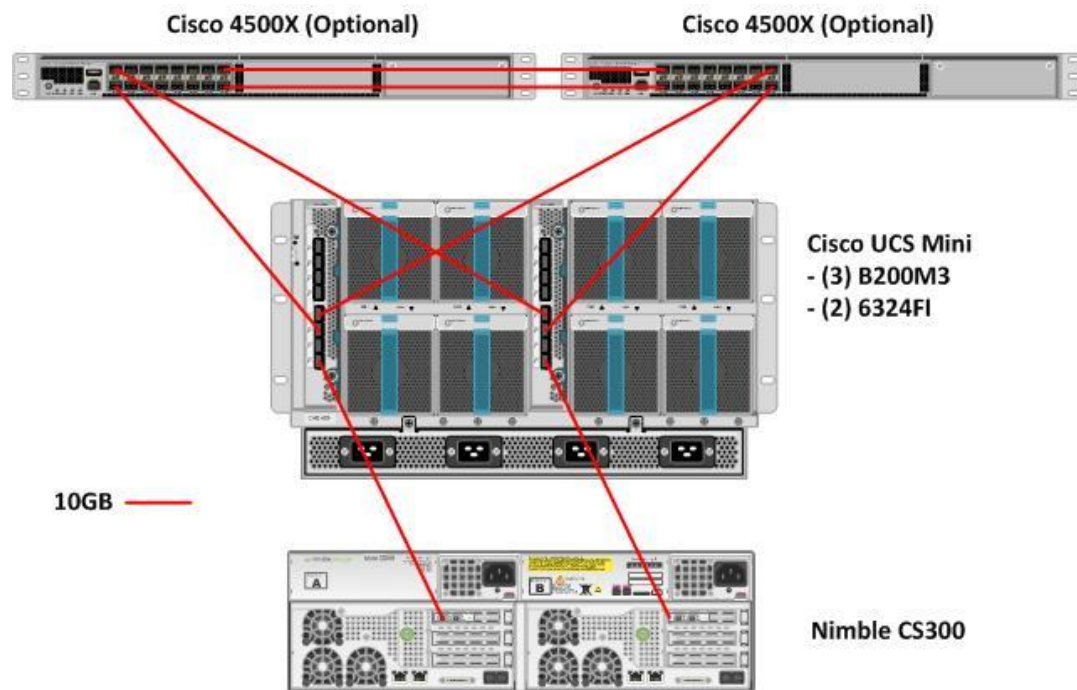
Switching Option:

The Nimble Storage Smartstack design is based on direct, redundant connectivity between the Nimble Storage Array, and the Cisco UCS Mini Fabric Interconnects. No physical switching infrastructure between the Server Chassis and the Storage Array is required. An option for switching, however, is being offered for ease of connectivity and redundancy to the customer's LAN. This option contains two redundant Cisco 4500X 10G switches at each location, configured as a VSS pair. If this option is not exercised, the customer's existing LAN Infrastructure will connect directly into the Fabric Interconnects.

Design Drawings:



Shown with Optional Switching:



Scope of Work

Project Kick-off

- BCI will schedule a meeting prior to any work being carried out to act as a project kickoff point.
- At this meeting an official plan will be developed from this scope of work and additional items that will be discovered and designed through the meeting itself to include:
 - Scheduling
 - Site power and space requirements
 - Determine number of volumes
 - Pre-install checklist (Nimble)
 - Data Migration details
 - Snapshot configuration details
 - Backup schedules
- BCI will obtain all current configurations from the current system if applicable, and obtain necessary IP addressing, and basic administrative information necessary for configurations.
- During the course of this project, BCI project management will remain closely involved with the scheduling and project plan.
- At the end of this project, BCI and Customer will meet to discuss the final completion and sign off of this project.

Cisco UCS Mini and Nimble CS300

- BCI will install the following Cisco UCS Chassis, Fabric Interconnects, Blade Servers, and SANs into a customer provided rack or other allocated space:
 - Site 1 = (1) Cisco UCS 5108 Blade Chassis with dual 6324 Fabric Interconnects
 - Site 2 = (1) Cisco UCS 5108 Blade Chassis with dual 6324 Fabric Interconnects
 - Site 1 = (3) Cisco B200 M3 Blade Servers
 - Site 2 = (3) Cisco B200 M3 Blade Servers
 - Site 1 = (1) Nimble CS300 Storage Array
 - Site 2 = (1) Nimble CS300 Storage Array
 - Site 2 = APC Smart-UPS SRT 6000VA

Note: It is the customer's responsibility to provide the power and space necessary for this project. The customer will be responsible for connecting and wiring the UPS to the power panel.
- BCI will configure each chassis for out-of-band management.
- BCI will configure each chassis for the B200 M3 blade servers.

Note: This project includes all cabling necessary for connectivity between the Storage Array and Fabric Interconnects. Cabling required for connectivity between the Fabric Interconnects and the customer's LAN Infrastructure is the responsibility of the customer.
- BCI will update chassis and server firmware to the latest version if applicable.
- BCI will configure redundant connectivity between the Fabric Interconnects and the Storage Arrays.
- The following tasks will be performed by Nimble Professional Services:
 - Create and configure a volume collection
 - Configure protection templates for snapshots
 - Create and configure initiator groups
 - Create and configure a single volume
 - Configure size, various reserves, performance policy, and synchronization type.

- Configure initiator access.
- Configure and connect two (ESX or Windows) hosts to a volume
- Verification of read/write access
- Allow snapshot creation (via schedule or manually)
- Show clone volume operation
- Replication setup and verification
- Monitoring
- Show Throughput, IOPS, replication graphs
- Show capacity, compression
- Show various admin commands (SNMP, update software)
- Verify failover from controller to controller.
- Confirm HA by pulling all cables from active controller.
- Ensure pathing is configured correctly to support a seamless failover.
- Test outbound path by pinging gateway, DNS server, and www.nimblestorage.com
- Test ASUPs, heartbeats and email alerts
- Verify alerts are functioning
- Turn on tunneling
- Update to latest Nimble OS
- Run Auto-Support
- Conduct basic knowledge transfer.
- BCI will install and configure VMWare V6 (VMWare Essentials Plus)
- BCI will install licensed version of VMware Site Recovery Manager (BLR to provide license)
- BCI will test server to SAN communication
- BCI will assist the customer as needed with any switch configuration necessary for connectivity between the customer's existing LAN Infrastructure and the Fabric Interconnects.
- BCI will create a basic server template *Note: Any Microsoft or OS licensing necessary for this project is the responsibility of the customer.*
- BCI will migrate data from the customer's existing SAN at Site 1 (primary) to the new Storage Array.
- BCI will configure BackupExec for SAN backup on a schedule determined by the customer. *Note: BackupExec software and licensing to be provided by the customer.*

Switching (Optional):

- BCI will install the below Cisco 4500X Series Switches into an existing equipment rack or an area designated by the customer
 - Site 1 = (2) WS-C4500X Catalyst Switches
 - Site 2 = (2) WS-C4500X Catalyst Switches
- BCI will configure each Switch to include:
 - IP Address for management on VLAN1
 - VTP domain
 - Connect to existing customer fiber plant. *Note: Cabling necessary to connect to customer's existing LAN is the responsibility of the customer.*
 - Load basic configuration
 - Create standard configuration template

- BCI will configure Layer 3 routing and Layer 2 configuration as needed, and VSS for site redundancy and failover.

Knowledge Transfer

- BCI will provide up to eight (8) hours of training to BLR staff on all components installed and basic administrative functions and management, to include system recovery.

Project Deliverables

- At the completion of the project, BCI will deliver to the customer full documentation of the network/systems as installed.
- BCI will provide a backup copy of all device configurations to the customer.

Customer Prerequisites:

- Customer will have a dedicated staff member available for the duration of this scope of work.
- Customer will provide physical access to all systems covered in this scope of work.
- Customer will have all wiring needs to be completed prior to work beginning. This includes network wiring, phone lines, and electrical outlets.
- Customer has sufficient power and cooling requirements for any device at the location that BCI installs included in this SOW. (racks, desk, etc...)
- Customer will need to have available rack space or suitable location identified for the mounting of the any device that BCI installs in this SOW to include proper grounding. BCI cannot guarantee proper operation in case of a power surge if racks and equipment are not properly grounded.

Assumptions

- No work will commence until a valid contract is signed.
- This scope is specifically limited to the project definition above. This scope does not address any other issues, such as application loading and training, network administration and usage, troubleshooting, Advanced Call flow setup, etc.
- Customer has sufficient power for any device that BCI installs included in this scope of work.
- Any other work found to be needed and not addressed in the scope of work would be considered outside of this project and billed separately on a time and materials basis.
- BCI will not be responsible for the integrity of the customers' existing or future data.
- It is our understanding that a full system back-up will be completed before our arrival.
- All cabling and power requirements have been met.
- Financial arrangements will be fulfilled prior to the start of the project.
- By signing this document, customer acknowledges they have received a copy and agrees to the terms and conditions of the Business Communications, Inc. Master Service Agreement.

Issues/Concerns

- BCI assumes no responsibility for any lost, damaged, or corrupt data due to file transfers.

Warranties and Limitations

Managed Services

- a. **Warranty.** During the term of this SOW and associated Managed Services Addendum(s) BCI shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify BCI of any failure to so perform within ten (10) days after the date on which such failure first occurs. If BCI is unable to correct and/or re-perform the Service within a reasonable time, then BCI's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to BCI, termination of the affected Managed Services in the SOW and associated Managed Services Addendum(s) forthwith and BCI shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date.
- b. **Disclaimer and Exclusions.** Except as expressly stated in Section (a) above, BCI (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY BCI TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.

(Non-Managed) Services

BCI warrants that the Services provided herein shall be performed in a workman like manner in accordance with industry standards. BCI makes and the Customer receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. BCI shall have no liability with respect to its obligations under this Agreement for loss of data, consequential, exemplary, or incidental damages or loss of profits or for any other similar damages even if it has been advised or has the knowledge of the possibility of such damages. It is Customer's sole responsibility to maintain backup data necessary to restore critical Customer files in the event of loss or damage to such data from any cause. BCI is not responsible for Product defects or Product limitations. BCI shall have no liability with respect to changes made to Customer's system by persons other than authorized BCI personnel.

Project Acceptance

Customer Signature _____

Date _____

BCI Signature _____

Date _____

Completion Signoff (*Undersigned Acknowledges that BCI has satisfactorily performed the support herein.*)

Customer Signature _____

Date _____

ATTACHMENT 5

Official Proposal Price Sheet -- Revised

ATTACHMENT 5

OFFICIAL PROPOSAL PRICE SHEET -- REVISED

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail and not part of the technical evaluation. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Any cost not identified on this schedule but subsequently incurred will be the responsibility of the Vendor.
2. Bids should provide at least a 180-day acceptance period.
3. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

DESCRIPTION	PRICE PER HOUR	Number of Positions
Project Manager	\$ 100.00	1
Level 4 Engineer	\$ 190.00	3
Level 3 Engineer	\$ 160.00	1
Level 2 Engineer	\$ 125.00	1
DESCRIPTION	PRICE PER UNIT (if applicable)	TOTAL PRICE
2 CS300-2P-36T-2400F CS300, 2x1 GigE, Dual 10GbE Optical (Qty. 1 pair), 12 x 3TB HDD, 4 x 600GB SSDs	\$ 54,260.20	\$ 108,520.40
2 SLA-NBD NBD Parts Del, SW Sup & InfoSight - NextGen Arrays - 60-Month Support	\$ 23,596.32	\$ 47,192.64
2 UCS-SPL-MINI UCS MINI SP 5108 AC2 CHAS FI6324	\$ 12,726.67	\$ 25,453.34
6 UCS-SPL-B200M4-B1 UCS SP SELECT B200M4 BASIC1 2XE52609 V3	\$ 3,963.07	\$ 23,778.42
8 UCS-MR-1X162RU-A= 16GB DDR4-2133-MHZ RDIMM PC4-17000 DUAL	\$ 362.50	\$ 2,900.00
72 UCS-SPL-M16G UCS SP SELECT 16GB DDR4-2133-MHZ RDIMM	\$ 359.06	\$ 25,852.32
12 UCS-SD-32G-S 32GB SD CARD FOR UCS SVR	\$ 61.80	\$ 741.60
16 SFP-H10GB-CU5M= 5M CBL 10GBASE-CU SFP+ 1000BASE-X – SFP	\$ 57.23	\$ 915.68

6 SFP-H10GB-CU1M= 1M 10GBASE-CU SFP+ CBL	\$ 42.86	\$ 257.16
12 SFP-10G-SR= CISCO 10GBASE-SR SFP MOD	\$ 442.97	\$ 5,075.64
2 CON-SNT-SL6508MN SMARTNET 8X5XNBD UCS B 5108 SP AC2CHAS – 60 MONTHS	\$ 361.20	\$ 722.40
4 CON-SNT-FIM6324 SMARTNET 8X5XNBD UCS 6324 IN-CHS FI W/4 – 60 MONTHS	\$ 1,148.63	\$ 4,594.52
6 CON-ECMU-C1F2UCS SWSS UPG C1 FOUNDATION PERP UCS – 60 MONTHS	\$ 1,941.65	\$ 11,649.90
6 CON-SNT-SPLB24BI SMARTNET 8X5XNBD UCS B200 M4 SMART PLAY – 60 MONTHS	\$ 1,062.60	\$ 6,375.60
APC Smart UPS Srt 6 KVA RM 208B 6 FULL PALLE	\$ 3,993.93	\$ 3,993.93
SMART UPS SRT 192V 5KVA 6KVA RM BATT PK	\$ 1,024.11	\$ 1,024.11
STEP-DOWN XFMR RM 2U 208V 120V W/ 5-20 R	\$ 517.70	\$ 517.70
1 VMware Essentials Plus KitVSPH 6 ESS+ KIT 3 HOSTS MAX 2 PROC HOST	\$ 4,260.48	\$ 4,260.48
PROD SUP VSPH 6 ESSENTIALS+ KIT 1YR	\$ 977.12	\$ 4,885.60
Professional Services to for turnkey project including: Installation, Configuration, Project Management of 2 Nimble SANs, 2 Cisco UCS Minis, 4 Cisco 4500X switches, 1 UPS, VMware licensing, Data Migration, Knowledge Transfer (Please see detailed Scope of Work)	\$ 26,490.00	\$ 26,490.00
TOTAL MAXIMUM AMOUNT OF BID:		\$ 305,201.44
Optional Equipment		
4 WS-C4500X-16SFP+ CTO CAT 4500-X 16PT 10G IP BASE FRONT BA	\$ 6,328.00	\$ 25,312.00
4 C4KX-PWR-750AC-R= CATALYST 4500X 750W AC FRONT TO BACK	\$ 791.00	\$ 3,164.00
4 CON-SNT-WSC16SFX SMARTNET 8X5XNBD CATALYST 4500X 16PT – 60 MONTHS	\$ 4,992.07	\$ 19,968.28
Installation of optional equipment	\$ 800.00	\$ 800.00
SUBTOTAL of Optional equipment		\$ 49,244.28
TOTAL MAXIMUM AMOUNT OF BID - including Optional equipment		\$ 354,445.72

Signature/Title: _(Original signed and submitted)_____ Date: __9/23/2015_____

Dan Yarbrough, Account Manager
dyarbrough@bcianswers.com, 501-537-7914
Business Communications, Inc.