



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

INVITATION FOR BID

IFB Number: SP-17-0098	Buyer: Karrie Duncan
Commodity or Service: In-Car Video System Agency: Arkansas State Police	Bid Opening Date: April 11, 2017
Date Issued: March 23, 2017	Bid Opening Time: 10:00 a.m. Central Time

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

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

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

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual [☐]

Sole Proprietorship [☐]

Public Service Corp [☐]

Partnership [☐]

Corporation [☐]

Government/ Nonprofit [☐]

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000774489

1. MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. EQUAL OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement **will** maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy **will not** be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

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5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

4. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

5. ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB documents **shall not** be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response **shall not** be considered.

6. REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There **will** be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

7. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and **shall not** be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

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8. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and **shall not** consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a bid, **shall** be grounds for rejecting a bid.

9. ANTICIPATION TO AWARD

After complete evaluation of the solicitation, the anticipated award **will** be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results **will** be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award **will** be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

10. PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and **must** be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

11. VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

12. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

13. CURRENCY

All bid pricing **must** be United States dollars and cents.

14. LANGUAGE

Bids **will** only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas State Police (ASP) to obtain pricing and a contract for the purchase, delivery, and installation of police in-car video camera systems.

1.2 COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION

Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, and so forth) may participate in state procurement contracts. Therefore the contractor agrees to enter into an agreement with cooperative procurement program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid **must** be equally applied to such participants.

1.3 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Karrie Duncan at (501) 683-6636 or by email: karrie.duncan@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 CAUTION TO BIDDERS

1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named herein **will** initiate all contact.
2. Vendors **must** submit one (1) signed original IFB response on or before the date specified on page one. If the Office of State Procurement requests additional copies of the bid, they **must** be delivered within twenty-four (24) hours of request.
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

1.5 BID FORMAT

Any statement in this document that contains the word "**will**," "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the bid to be rejected. 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.

1.6 TYPE OF CONTRACT

Any resulting contract **will** be a three (3) year **TERM** contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to four (4) additional one year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

1.7 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to:
Arkansas State Police
Attention: Accounts Payable
1 State Police Plaza Drive
Little Rock, AR 72209

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment **will** be made only after the contractor has successfully satisfied the agency as to the goods and/or services purchased. The vendor should invoice agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.8 RECORD RETENTION

The contractor **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 State of Arkansas. Access **will** be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designees 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.

1.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this IFB **will** be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the IFB become the property of the State and **shall** be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor **will** be contacted prior to sending out the information.

1.10 RESERVATION

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

1.11 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and **will** be the sole point of contact with regard to all commodities, services and/or support.

If any part of the work **must** be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.12 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:

- a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- b. Include in its contract that the laws of the State of Arkansas govern the contract.
- c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment and/or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.

1.13 CONDITIONS OF CONTRACT

The successful bidder **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 bidder **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.14 STATEMENT OF LIABILITY

The State **will** demonstrate reasonable care but **shall not** be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time **will** the State be responsible for or accept liability for any vendor-owned items.

1.15 AWARD RESPONSIBILITY

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

1.16 PUBLICITY

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

1.17 AWARD CRITERIA

This Invitation for Bid **shall** be awarded to the lowest responsible, responsive bidder by **GRAND TOTAL**.
Consideration will be given only to those who bid all line items.

1.18 DELEGATION AND/OR ASSIGNMENT

The vendor **shall** not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall** not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.19 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the goods being bid. Bid pricing **must** be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items **shall** be borne by the bidder.

1.20 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal and/or due to new technology/upgrades.
- B. The vendor **must** provide to OSP a written request for the price increase for the items being bid. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if such actions are determined to be in the best interests of the State.

1.21 DELIVERY AND INSTALLATION: FOB DESTINATION

As specified on purchase order.

The agency requests delivery within sixty (60) working days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ working days after receipt of order.

All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that **will** affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

"Working days" **shall** be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

Definition- Normal Delivery: Unit prices include, at no additional charge, the contractor providing "Normal Delivery" service. "Normal Delivery" is defined in this contract as "Delivery to a building with an accessible dock to one specific room or area by use of material handling equipment without breaking shipping container to hand truck deliver individual cartons." Delivery locations falling in the perimeters of this definition will not be subject to additional delivery charges

1.22 ORDERING PROCEDURE

- A. All orders placed against this contract should be in the form of an agency issued purchase order on an as-required basis. Agency will specify specific vehicle information on each purchase order.

1.23 QUANTITY

A mixed combination of all line items to produce a system may be ordered as needed. The quantities stated within are estimated for bidding purposes only. The State may order more or less as required during the term of the contract.

1.24 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product **shall** be made within thirty (30) days of receipt. The ASP **shall** have the option to return any product within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **shall not** impose any liability on the State for such returns.

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1.25 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.26 STATE HOLIDAYS

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington/Bates Birthday	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veterans Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday
Christmas Eve	December 24	
Christmas Day	December 25	

Additional days can be proclaimed as holidays by the Governor, by Executive Proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 **SCOPE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas State Police (ASP) to obtain pricing and a contract for the purchase and delivery of fully integrated in-car video camera system components for use in capturing ASP highway patrol stops and incidents.

The ASP intends to install an estimated 200 systems in patrol cars and unmarked cars throughout the duration of the contract.

2.2 **VENDOR QUALIFICATIONS**

A. Vendor **must** be an authorized dealer of the WatchGuard solution and have proven systems installed within other State police entities within the U.S.

B. Vendor **must** have rights to the WatchGuard Evidence Library software.

C. Vendor **must** comply with state and federal rules and regulations pertaining to the in-car video camera system.

2.3 **VENDOR REQUIREMENTS**

A. Prior to anticipation to award, vendor **must** provide a letter from WatchGuard indicating the dealer is authorized to sell the WatchGuard solution.

B. With bid submission, vendor **should** provide a listing of other state law enforcement installed solutions throughout the country. The listing should include the following: name of entity, year provided, contact name, phone number, and email address.

Note: The list **must** be received prior to anticipation to award.

C. Prior to anticipation to award, vendor **should** provide a Voluntary Product Accessibility Template (VPAT). A sample VPAT can be found at <http://www.itic.org/policy/accessibility/accessibility/vpat>.

Note: The list **must** be received prior to anticipation to award.

2.4 **AGENCY RESPONSIBILITIES**

A. The agency will install all systems including components.

B. The agency will provide end user training.

C. The agency will be responsible for any travel and per diem involved with the training.

2.5 **SYSTEM REQUIREMENTS**

A. Each system **must** be compatible with ASP's existing WatchGuard Evidence Library software.

B. Each system **must** be 100% compliant with existing WatchGuard in-car camera solution.

C. Each camera **must** be able to blend low light and bright light conditions to create a single optimum view to prevent a "glaring" effect in a video.

D. Each system **must** include seven (7) components: DVR, front facing camera, rear facing camera, wireless body microphone system, control monitor, wireless download kit, and POE network switch. In addition, the vendor must provide a system installation kit at no additional cost to the state.

E. Each system **must** produce reliable and accurate audio, video, and associated metadata.

F. Each system **must** maintain consistent audio/video recording quality while subject to interference from other sources.

G. When in operation, the system **must** not generate electromagnetic interference or radiation that interferes with communications or other electronic equipment.

H. Each system **must** operate within the range of temperatures from 0 to 120 degrees Fahrenheit or between -17.8 and 48.9 degrees Celsius. Agency prefers range of -30 to 140 degrees.

2.6 TRAINING

A. The vendor **must** provide all training materials for employee use of the system.

B. The vendor **must** provide training at vendor's facility for ASP representatives at no additional cost to the state. ASP anticipates training to occur twice a year.

C. Any travel related expenses incurred by ASP will be paid by the ASP.

2.7 SYSTEM DOCUMENTATION

A. The vendor **must** provide appropriate documentation with each system including how to operate the hardware.

B. The vendor **must** provide written step-by-step instructions accompanied by screen shots that illustrates how to operate the hardware, software and all system components at no additional charge to the state.

C. The vendor **must** keep records of database revisions and upgrades.

2.8 BRAND/MODEL

A. Vendor **must** provide WatchGuard 4RE system or approved equal.

VENDOR SHOULD PROVIDE BRAND/MODEL ON THE OFFICIAL BID PRICE SHEET.

2.9 SUBSTITUTION OF BRAND

A. No substitution of products **shall** be made unless written approval from both the agency and the Office of State Procurement is obtained.

B. Any delivery or unauthorized substitutions will be considered contract default.

2.10 DIGITAL VIDEO RECORDER (DVR)

Each DVR **must** include the following:

A. Size: Single DIN

B. Mounting: mountable in-cabin console or trunk mount, mounting brackets, face plates, and hardware included

C. Crash Detection: 3-axis solid state integrated accelerometer sensor

D. Input/Outputs:

1. Minimum of two (2) camera inputs with H.264 high profile video compression
2. Network Ethernet port – TCP/IP protocol – RJ45 Connector – 100 MB minimum

E. GPS: Built-in GPS capabilities with antenna

F. Storage: 200 GB internal solid state media with removable backup/download media with a minimum USB storage capacity of 32 GB

G. Recording Triggers: The recording functions **must** be activated by, at a minimum, any of the following methods:

- User pushes the record button
- Activation of the emergency lights (position 1) and/or sirens
- User activates the record button on the wireless microphone transmitter, whether the vehicle engine is running or turned off
- G-force crash sensor

H. Switch:

1. System **must** have a physical switch to manually stop all recording after any type of trigger or action has been taken.
2. When trigger has been activated the switch **must** automatically come on. Switch **must** allow user the ability to start a recording without trigger activation.

I. Redundancy: Record-After-The-Fact

J. Recording functions:

1. System recording **must** take precedence over playback
2. DVR **must** record in high definition (HD) and standard definition (SD) according to ASP preferences
3. User configurable pre-event and post-event recordings
4. DVR **must** have playback capabilities in the car
5. DVR **must** be capable of continuous video recording at a reduced frame rate and at a reduced bit-rate with the capability of automatically switching to a minimum of 30 fps while utilizing the pre-event record mode at the higher frame rates of the normal record mode, which will include video pre-event recording.

K. Capabilities

1. User configurable pre-event and post audio
2. DVR **must** have a locking mechanism to secure recording media
3. Ability to update firmware and configuration via WAN or USB interface.

L. DVR **must** comply with certified military specification MIL STD 810

M. Display: The DVR **must** be capable of displaying GPS coordinates and police vehicle speed on recording and review.

N. The DVR **must** be capable of recording at minimum two independent video sources.

2.11 FRONT FACING CAMERA

A. Vendor **must** have multiple front facing camera solutions available.

B. The system **must** be capable of recording up to two (2) cameras simultaneously.

C. Each front-facing camera **must** include the following:

1. Ultra-Wide Dynamic Range (Ultra-WDR) technology which automatically adjusts exposure to dark and light conditions.
2. Color-video camera facing forward which is capable of operation with a stated low light level capability
3. Backlight compensation setting
4. Minimum field view of 24 feet width at a distance of 35 feet (40 degrees) with optional zoom settings
5. User selectable automatic and manual focus capabilities
6. Signal-to-noise ratio of at least 46 decibels
7. Displayed Indicators: system power on, microphone on, media inserted and operational with remaining capacity/time available, recording, fast forward, rewind, stop, time/date stamp.

D. Camera and lens **must** be equipped with automatic exposure and white balance.

E. The front-facing camera **must** use permanent mounting capable of being rotated 360 degrees on its mount in a horizontal plan or 180 degrees in either direction from its front-facing position without having to loosen any screws or knobs. No suction cups or adhesives will be allowed.

F. Any zoom functions of the camera **must** be optical only.

2.12 REAR FACING CAMERA

Each internal rear-facing camera **must** include:

- Installation kit
- Built in IR (Infra-Red) illumination and color Complementary Metal Oxide Semiconductor (CMOS) or Charged Coupled Device (CCD) sensor

- 10m IR LED lighting distance
- Fixed lens
- Large angle of view – angle of view **must** be able to capture the complete rear seat of the vehicle

2.13 WIRELESS BODY MICROPHONE SYSTEM

A. Each high fidelity microphone **must** be able to:

1. Record high definition quality audio at a two (2) mile range, line of sight, under ideal conditions
2. Deactivate audio without stopping or disabling the recording of video
3. Activate automatically when the DVR is activated by an event-based trigger
4. Activate audio and video recording from the remote transmitter
5. Automatically synchronize or pair to a specific receiver in the vehicle without any manual adjustment
6. Activate DVR from body microphone
7. Use FCC-approved frequency bands
8. Display status including: operational status, power, battery status, and audible modes on receiver, transmitter, and monitor display
9. Capture audio through a structure and reduce the amount of ambient noise from the recording

B. Each microphone **must** include:

1. An integrated antenna
2. Rechargeable battery with a minimum battery life of fifteen (15) hours (passive mode) or a minimum talk time of 3.5hours (active mode)
3. Charging cradle
4. LED display on top of microphone

2.14 CONTROL MONITOR

A. Each monitor **must** be able to selectively display metadata including the following:

- Date/time
- GPS (latitude/longitude) location
- User identification information
- Emergency light, siren, braking, and activation indications

Note: The audio activation indicator **must** identify which microphone is operational. Metadata items must be captured for each video frame but must not be permanently superimposed onto, added to, or be visually embedded in the video images.

B. Each control monitor **must** include the following:

1. Built-in speaker
2. LCD & button backlight with manual dimming control
3. Touch Screen
4. Volume control

2.15 WIRELESS DOWLOAD KIT

A. Each wireless download kit **must** include radio/router, antenna, and cables. 802.11N WI-FI capabilities with antenna.

B. The ASP currently uses the Mikro Tik Groove 52HPn and is the preferred brand/model of the wireless download kit.

VENDOR SHOULD PROVIDE BRAND/MODEL ON THE OFFICIAL BID PRICE SHEET.

2.16 POE NETWORK SWITCH

Each power over Ethernet (POE) switch **must** include the following:

- A. Minimum four (4) POE ports
- B. 12 volt DC power

2.17 SYSTEM INSTALLATION KIT

Each system and/or component **must** come with all necessary installation hardware such as brackets, cables, and mounting hardware at no additional cost to the state.

2.18 SOFTWARE UPDATES

A. Vendor **must** provide any software changes and/or updates required during the contract period.

Note: Any software changes and/or updates during the time of warranty **must** be paid by the vendor at no additional cost to the state.

B. Vendor **must** provide WatchGuard Evidence Library software and firmware updates.

2.19 WARRANTY

A. For the initial three (3) year warranty, the vendor **must** provide at minimum: maintenance, support (telephone and on-site), upgrades, updates, bug fixes, and component replacements at no additional cost to the state.

Note: Any component replacements should arrive during business hours the next business day.

B. Warranty period **shall** begin from the date of acceptance.

C. Extended warranty **should** be included on the Official Bid Price Sheet in table 2 as an option.

Note: Any extended warranty **must** begin after the expiration of the initial three (3) year warranty.

D. The ASP reserves the right to accept or decline the extended warranty option.

2.20 SUPPORT

A. The vendor **must** provide telephone support at no cost to ASP.

B. A toll-free telephone number to access qualified personnel to address trouble reports and provide technical support **must** be available twenty-four (24) hours a day seven (7) days a week. Vendor should provide toll-free telephone number in the space below.

Telephone Number: _____

C. Telephone response times **must not** exceed two (2) working hours after notification.

Note: ASP reserves the right to request on-site field service if problems are not resolved via telephone support.

D. On-site field service response times **must not** exceed forty-eight (48) working hours after request during working hours (Monday through Friday, 8:00 a.m. to 4:30 p.m. CST, excluding holidays).

2.21 OUT-OF-WARRANTY SERVICES

A. In the event of warranty expiration, out-of-warranty service costs should be included on the Official Bid Price Sheet in table 3. The vendor may add or delete lines as necessary.

B. The ASP reserves the right to accept or decline out-of-warranty services.

2.22 RECORD INDICATORS

A. A separate record indicator light **must** be installed on the in-car camera monitor to indicate recording activity when the computer is not in use.

B. A system **must** have an illuminated record indicator readily visible to persons outside the vehicle to the front and passenger side that indicates when the system is actively recording.

C. Wireless transmitters **must not** have any indicator lights that remain on at all times. Any indicator lights **must** automatically extinguish within ten (10) seconds after any status change on the unit or when manually extinguished by the operator.

D. The system **must** include a system speaker to provide monitoring of live audio from the wireless microphone as well as recorded sounds during playback mode. The system **must** contain a readily accessible control to adjust the volume and enable and disable monitoring of live audio.

E. The recording system **must** be capable of operating independently from the police ruggedized laptop.

2.23 NEW TECHNOLOGY

A. The State is interested in obtaining an option for emerging or future technology related to in-car video camera system including all components.

B. Throughout the term of this contract the State reserves have the right to add or remove any services or commodities offered by the vendor under the scope of this contract. These services/commodities may be existing optional services/commodities as offered in the vendor's bid response, or they may be newly created services/commodities based on improving technology or complying with Federal or State mandates which fall under the scope of work.

C. Pricing for any of these services/commodities, which are not already submitted on the Official Price Sheet, **must** be provided if/when they are added; **shall** be consistent with current contract pricing for similar services/commodities; and **must** be agreed upon in writing between agency and vendor prior to implementation of the service.

2.23 SAFETY

A. Components carried and/or on officers **must** be compliant with safety of information technology equipment and **shall not** pose an undue risk of injury.

B. Any system component carried on the officer **must** meet all underwriter laboratory standards for shock/electrocution and burn prevention. All batteries used in such devices shall meet underwriter laboratory standards for safety.

C. Components **must not** have any exposed wires or chords.

D. Any component worn or carried by the officer **must** be of smooth construction properly rounded or chamfered to minimize the possibility of injury. The components **must** be free of sharp points or edges that could cause injury. In addition, all clips and retention devices should be designed to minimize the possibility of pinch points that could cause injury.

2.24 OTHER

A. The system **must** be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.

B. The system **must** operate on a filtered power source, regulated, and short-circuit protected. The voltage supplied to the system **must** meet the manufactures' specifications and **must not** vary with fluctuations of the system's electrical system voltage of between 9 and 18 volts.

C. Loss of operating power or disconnection from the vehicle battery **must not** result in system requiring programming.

2.25 SECURITY

The following **must** be included to protect the system and its removable media:

A. Equipment diagnostics – when powered, the recorder **must** perform a self-test to ensure complete functionality. If the recorder does not pass the self-test, it shall immediately notify the user.

B. The recorder **must** be able to monitor itself while in operation. Should a component of the recorder fail while in operation, the recorder **must** immediately notify the user.

C. The recorder **must** provide the following minimum media diagnostics:

- Indicate the amount of storage space remaining on the media

- Send a notification to the user (audible/visual) that storage is reaching its maximum capacity.

D. Removable media security - The recording media **must** be secured using a security mechanism that prevents unauthorized removal of the storage media from the recorder.

E. The recording device **must** indicate when media is inserted into the recorder.

F. Non-removable recording media **must** be housed inside the recorder to prevent tampering with and/or destruction of the media.

Note: The manufacturer **must** provide guidelines on the media life-cycle.

G. Removable media **must** include damage protection.

2.26 RESTRICTIONS

A. The system **must** have the capability to restrict access to the programming functions, including but not limited to time/date features and deletion of data files.

B. The system **must** have the capability of preventing the user from erasing, altering, and/or recording over previously recorded information from either inside the vehicle or at the recording device controls.

C. User interfaces **must** prevent the input of invalid data that exceeds the system's expected ranges.

2.27 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table Below: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

D. All changes made to the Performance Standards **shall** become an official part of the contract.

E. Performance Standards **shall** continue throughout the term of the contract.

F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.

G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.

H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

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PERFORMANCE STANDARDS		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Telephone Support	Response time not to exceed 2 hours after notification	A 2% deduction may be applied to the first invoice and may result in a below standard VPR rating
On-site Field Service	Response time not to exceed 48 hours after request	Less than 98% accuracy, a 2% deduction may be applied to the total project cost and may result in a below standard VPR rating

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STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **will** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids **will** not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality **will** be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered **will** meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he **will** be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder **will** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **will** conform thereto and **will** serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items **will** function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they **will** be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators **will** be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award **will** be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment **will** be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid **will** show the period of time the term contract **will** be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid **will** show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **will** be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

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- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished **will** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods **will** be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder **will not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder **will** state that all qualified applicants **will** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder **will** furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder **will** include the provisions of items (a) through (d) in every subcontract so that such provisions **will** be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.