



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0052	Solicitation Issued:	February 8, 2019
Description:	Centralized Master Control Room System and Services		
Agency:	Arkansas Educational Television Network		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	March 8, 2019	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Procurement Official:	Brandi Schroeder	Procurement Official's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Educational Television Network (AETN) to obtain proposals and a contract for the replacement of its existing manual master control system to a Centralized Master Control Room (CMCR) System to include ongoing support services as specified herein.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is May 1, 2019 except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Business Day" means any day occurring Monday through Friday excluding State Holidays.
- E. "CMCR" means Centralized Master Control Room and is a master control and media management system that is fully automated and multi-channeled.
- F. "CMCR System" is an all-inclusive term representing all components required for the proper installation, functioning, operation, and performance of a CMCR including but not limited to all hardware, software, equipment and accessories.
- G. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- H. "Implementation Period" means the 100-calendar day period of time (excluding State Holidays) beginning on the starting date of the contract, anticipated to be May 1, 2019 during which the Contractor **shall** perform all start up and implementation activities required to achieve full implementation of a complete and functional CMCR System by the Go-Live Date.

- I. "Go-Live Date" means the date the CMCR System is fully functional and operational and occurs immediately after the all implementation services performed by the Contractor during the Implementation Period are complete and approved by AETN anticipated to be August 12, 2019. AETN **shall** have the final determination of the Go-Live Date.
- J. "Node" means the Contractor supplied terminal equipment stationed at AETN during the contract term(s).
- K. The terms "Request for Proposal," "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- L. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- M. "Proposal Submission Requirement" means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- N. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- O. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- P. "State Holiday" includes the following days during each year when State offices are closed:
 - 1. Christmas Day
 - 2. Christmas Eve
 - 3. Dr. Martin Luther King Jr.'s Birthday
 - 4. Independence Day
 - 5. Labor Day
 - 6. Memorial Day
 - 7. New Year's Day
 - 8. President's Day/Daisy Gatson Bates Day
 - 9. Thanksgiving Day
 - 10. Veterans Day

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

- 1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
 - c. Original signed *Mandatory Site Visit Verification Form*. (See *Mandatory Site Visit*.)

2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 *Contract Grant and Disclosure Form*. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
 - d. *Proposed Subcontractors Form*. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Bid Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*.
 - a. Seven (7) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Eight (8) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the *Official Bid Price Sheet*.
 - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - *Proposed Subcontractors Form*.
 - *Original signed Mandatory Site Visit Verification Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template* (VPAT).

- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before February 20, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on February 28, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP or AETN will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.11 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet(s)* only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for ninety (90) days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." **DO NOT** submit any ancillary information not related to actual pricing on the *Official Bid Price Sheet* or in the sealed pricing package.
- D. The Contractor **shall** bear all costs associated with providing the services required by this RFP including but not limited to the following:

1. Costs associated with any support agreements the Contractor may enter into.
 2. Costs associated with fees charged by any subcontractor utilized.
 3. Costs associated with the maintenance and service of AETN's CMCR System, including labor, parts, and shipping costs.
 4. Costs associated with procuring the equipment, hardware, software, and other materials necessary to fulfill the requirements of this RFP.
 5. Travel costs such as airfare, lodging, and meals including but not limited to travel costs associated with attending and participating in the site visit at the AETN facility. (See RFP Section 2.5.)
- E. The *Official Bid Price Sheet* contains three (3) tables for the purposes described below.
1. Table 1 – Implementation and Ongoing Support Services:
 - a. One-Time Implementation Fee: In the orange pricing cell, the Prospective Contractor **shall** provide a One-Time Implementation Fee inclusive of all costs associated with the delivery, installation, and implementation of a fully functional and operational CMCR System as specified in this RFP.
 - i. The One-Time Implementation Fee as recorded on the *Official Bid Price Sheet* – Table 1, will be payable to the Contractor at the end of the Implementation Period when all delivery, installation, and other implementation activities are completed and approved by AETN.
 - ii. The One-Time Implementation Fee listed in Table 1 will be used in determining lowest cost.
 - b. Ongoing Support Services Fees: In the orange pricing cell, the Prospective Contractor **shall** provide a monthly fee for each ongoing support service specified in the Support Service column (Programming/Traffic Support, Operations/Technical Support, Maintenance/Service Support).
 - i. Pricing must be inclusive of all costs associated with providing the support service specified in this RFP, beginning on the Go-Live Date.
 - ii. Since the length of time for the Implementation Period may vary, and the Contractor will not be providing support services during the Implementation Period, pricing for ongoing support services only includes fees for the last nine (9) months of the initial one-year term.
 - iii. The Ongoing Support Services Fees listed in Table 1 will be used in determining lowest cost.
 - iv. AETN will not pay any kind of fee for ongoing services during the Implementation Period for any reason. Applicable fees for ongoing services will be paid during the month of Go-Live.
 - v. Should the Implementation Period take more or less time than three (3) months as indicated on the *Official Bid Price Sheet*, AETN will prorate the monthly support service fees listed by the Prospective Contractor on the *Official Bid Price Sheet* as appropriate.
 - vi. Should AETN and the Contractor mutually agree to renew the contract at the expiration date of the initial term as specified herein, AETN will apply the monthly support fees listed by the Prospective Contractor in Table 1 of the *Official Bid Price Sheet* to each month the Prospective Contractor provides services during the renewal term(s) of the contract.
 2. Table 2 – Optional Local Content Archive: In the orange pricing cell, the Prospective Contractor **shall** provide a monthly fee for an optional local content archive as specified in this RFP should AETN choose to utilize this optional service during the contract term(s).
 - i. Table 2 will not be used in determining lowest cost.
 3. Table 3 – Additional Services: The Prospective Contractor should list any additional services offered beyond those required in the RFP should AETN choose to utilize any of the additional services listed during the contract term(s).
 - i. For each additional service listed in the Additional Service Description column, the Prospective Contractor **shall** enter a cost in the orange pricing cell applicable to the chosen pricing strategy.
 - ii. Table 3 will not be used in determining lowest cost.

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor 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.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.

- C. Do not alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.17 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest-ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest-ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.19 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.20 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.21 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.22 **RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the *Proposal Signature Page* of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.23 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible." Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.24 **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 Prospective Contractor 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 Prospective Contractor 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.
 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.

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’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/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.26 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.28 RESERVATION

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

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Educational Television Network (AETN) to obtain proposals and a contract for the replacement of its existing manual master control system with a Centralized Master Control Room (CMCR) System that is out-sourced, fully automated, multi-channelled, and central cast. The scope of this RFP includes:

- Delivery, Installation, and Implementation of a new CMCR System
- Ongoing Programming/Traffic Support
- Ongoing Operations/Technical Support
- Ongoing Maintenance/Service

This RFP cannot effectively provide all possible configurations, components, and technical criteria and processes likely needed to effectively implement and transition from a manual master control system to a CMCR System. As such, this RFP reflects the known configurations, components, and technical criteria and processes the CMCR System and the Contractor **must** meet to fulfill AETN's needs. There will likely be additional configurations, components, technical criteria, and processes needed to properly and effectively implement and transition AETN to a new CMCR System. The Contractor **shall** be responsible for those additional configurations, components, technical criteria, and processes required to effectively implement and transition AETN to the CMCR System.

2.2 HISTORY

AETN began broadcasting in 1966 for a few hours a day, Monday through Friday, as a black and white service with a single station—KETS. Weekend and overnight broadcasts were added, and color was achieved in 1972. Eventually, AETN expanded to a statewide network in the late 1970's. After 32 years of a single analog service, multi-service digital broadcast began in 2004 with six stations around Arkansas—all interconnected by a 13-site microwave system. AETN now broadcasts a digital signal throughout Arkansas.

2.3 CURRENT ENVIRONMENT

- A. AETN currently employs five (5) master control operators, broadcasts a full twenty-four (24) hour schedule, and provides a multicasting service for Arkansans with four (4) program services on one (1) broadcast channel.
- B. The four (4) High Definition (HD) and Standard Definition (SD) feeds that constitute AETN's broadcast program stream are:
 1. AETN-1: The primary AETN program stream fed in HD. AETN 1 may or may not have PBS content at any given time and is managed feed.
 2. AETN-2: PBS Create fed in SD and is a managed feed.
 3. AETN-3: 24/7 PBS Kids fed in SD.
 4. AETN 4: AETN World fed in SD. AETN 4 is a managed feed and includes an SAP audio channel.

2.4 PROSPECTIVE CONTRACTOR QUALIFICATIONS AND GENERAL REQUIREMENTS

- A. The Prospective Contractor **shall** have successfully completed four (4) CMCR System installations and implementations similar in scope to this RFP.
- B. The Prospective Contractor **shall** have successfully provided ready for play to air master control services for one (1) year to each of four (4) PBS television networks administered by a state government.
- C. Throughout the contract term(s), the Contractor **shall** maintain an insurance policy having sufficient coverage for the replacement of Contractor's owned property maintained at the AETN facility.
 1. The Contractor **shall** supply policy certificates or other appropriate evidence of such coverage as determined by AETN, to AETN upon request.
- D. Throughout the contract term(s), the Contractor **shall** maintain comprehensive general liability insurance coverage on all Contractor's employees.

1. The Contractor **shall** provide evidence of the comprehensive general liability insurance policy to AETN upon request.
- E. Throughout the contract term(s), the Contractor **shall** only utilize subcontractors at AETN facilities who **shall** maintain comprehensive general liability insurance.
 1. The Contractor **shall** provide evidence of the liability insurance policy to AETN upon request.
- F. The Prospective Contractor **shall** have a complete program stream quality control plan currently in place.
 1. The Prospective Contractor **shall** include the program stream quality control plan at the appropriate place in the Prospective Contractor's *Technical Proposal Packet* response.
 2. Throughout the contract term(s), the Contractor **shall** distribute any updated program stream quality control plan to AETN personnel as updates necessitate.
- G. The Contractor **shall** provide competent personnel who are of professional quality and consistent with generally accepted industry standards for the performance of all services specified in this RFP including but not limited to personnel associated with the implementation, training, operational/technical support, maintenance/service support, and programming/traffic support of AETN's CMCR System.
- G. Throughout the contract term(s), the Contractor **shall** maintain and own all components of the CMCR System including but not limited to the Node and the interconnection between AETN's CMCR System and the Contractor's local Node.
- H. Throughout the contract term(s), the Prospective Contractor's **shall** provide AETN with CMCR System upgrades/refreshes as necessary to comply with FCC regulations and technological changes in broadcasting standards.
- I. The Contractor and any subcontractors utilized **shall** be located within the United States and **shall** perform all services required in this RFP from within the United States.
 1. The Contractor and any subcontractors utilized **shall** create, maintain, and store all data related to any resultant contract within the United States.
- J. Throughout the term(s) of any contract resulting from this RFP and as requested by AETN and/or required by law, the State reserves the right to add or remove any services offered by the Contractor under the scope of any contract resulting from this RFP.
 1. These services may be additional services as offered in the Prospective Contractor's proposal and/or newly created services based on improving technology or changes in Federal and/or State mandates which fall under the scope of work.
 2. If pricing for these services is not already submitted on the *Official Bid Price Sheet*, the Contractor **shall** negotiate pricing with AETN if and when the services are added.
 3. Pricing **must** be consistent with current contract pricing for similar services and must be agreed upon in writing between AETN and the Contractor prior to implementation of the service.

2.5 **MANDATORY SITE VISIT**

- A. The Prospective Contractor **shall** attend a site visit and participate in a walkthrough of AETN's current master control room and other pertinent AETN facilities.
- B. The Prospective Contractor **shall** have a maximum of two (2) representatives on site at AETN to participate in the walkthrough.
 1. At no time will AETN allow more than two (2) representatives from each Prospective Contractor to enter AETN facilities beyond the point of entrance or participate in the walkthrough.
- C. The site visit/walkthrough will be conducted at the following location, date, and time and is anticipated to take up to four (4) hours:

Arkansas Educational Television Network
350 S. Donaghey Ave.
Conway, AR 72034
Date: February 19, 2019

Time: 8:30 a.m., Central Time

- D. Upon arrival at AETN facilities, the Prospective Contractor's representatives participating in the walkthrough **shall** sign a sign-in sheet provided by OSP.
- E. The Prospective Contractor **shall** provide the *Site Visit Verification Form*, posted as Attachment A to this RFP, to OSP personnel for signature upon completion of the site visit.
 - 1. The Prospective Contractor **shall** submit the original, signed *Site Visit Verification Form* in the appropriate place in the Prospective Contractor's *Technical Proposal Packet* response. (See *Organization of Response Documents*.)
 - 2. No extra copies of the *Site Visit Verification Form* will be available at the AETN facility.
- F. Should the Prospective Contractor arrive at AETN facilities after the scheduled start time of the site visit as stated in this RFP, the Prospective Contractor **shall not** be permitted to participate in the walkthrough or enter AETN facilities beyond the point of entrance.
- G. Should the Prospective Contractor fail to participate in the site visit at the scheduled location, date, and time for any reason, or fail to submit the signed *Site Visit Verification Form* with the *Technical Proposal Packet* response, the Prospective Contractor's proposal will be rejected and will not be evaluated.
- H. The Prospective Contractors or their representatives present and participating in the mandatory site visit will be given the opportunity to ask questions during the site visit.
 - 1. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses by AETN or OSP personnel to any question posed at the mandatory site visit will become part of any contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this RFP. (See *Clarification of Bid Solicitation*.)

2.6 KEY PERSONNEL

- A. Project Manager
 - 1. The Contractor **shall** provide and assign a designated Project Manager to AETN during the Implementation Period to administer and oversee the implementation of AETN's CMCR System.
 - a. The Prospective Contractor **shall** name the Project Manager in the Prospective Contractor's *Technical Proposal Packet* response.
 - 2. The Project Manager **shall** be available via email or telephone to AETN staff from 8:00 a.m. until 4:30 p.m. Central Time on Business Days for the duration of the Implementation Period until all implementation activities are complete and approved by AETN.
 - a. AETN will provide a desk, office phone, and computer if requested.
 - 3. The Project Manager **shall** be the single point of contact for AETN personnel and **shall** be available and responsive to AETN personnel daily throughout the Implementation Period.
 - 4. The Project Manager **shall** have effectively and successfully administered and managed a minimum of one (1) CMCR System implementation similar in scope to this RFP.
 - 5. The Project Manager **shall** have the experience and expertise needed to address the specifics of the implementation of AETN's CMCR System effectively.
 - 6. The Project Manager **shall** coordinate all subcontractor activities (if the Contractor will utilize subcontractors) and **shall** perform additional functions including but not limited to:
 - a. Managing change requests and change orders during the Implementation Period.
 - b. Coordinating and providing in-person training to AETN personnel prior to the Go-Live Date regarding the functional and operational components of the CMCR System. (See *Training*.)
 - c. Managing and coordinating all phases of delivery, installation, and other implementation activities for the CMCR System.
 - d. Attending the implementation kick-off meeting in person at AETN offices in Conway, Arkansas immediately after contract award.

- e. Attending and conducting, on at least a weekly basis, meetings with AETN during the Implementation Period to provide status updates regarding implementation, the next steps to be taken for successful implementation, and other topics as determined necessary by AETN.
 - i. Meetings may be in person or via video or conference call as approved by AETN.
- f. Performing acceptance testing on the newly implemented CMCR System. (See *Acceptance Testing*.)

B. Support Personnel

1. The Contractor **shall** provide and assign additional designated key personnel to the AETN account to provide the following support services throughout the life of the contract:
 - a. Programming/Traffic Support.
 - b. Operational/Technical Support.
 - c. Maintenance/Service Support.
 2. The additional key personnel assigned **shall** be available to AETN via telephone 24 hours per day, 365 days per year immediately following the Implementation Period and throughout the life of any resultant contract.
 3. The Contractor may provide and assign one person to occupy more than one of the support personnel roles or may provide and assign more than one person to a single support personnel role provided that the Prospective Contractor adequately and efficiently meets AETN's needs and the requirements of this RFP.
 4. Should the Contractor choose to provide and assign one person to occupy more than one support personnel role or multiple people to a single support personnel role, the Contractor **shall** assign, in all instances, personnel having sufficient knowledge and expertise in each area assigned.
- C. At the appropriate place in the *Technical Proposal Packet*, the Contractor **shall** provide the credentials, experience, and qualifications for each key personnel member to be assigned to the AETN account.
- D. If requested by AETN during the term(s) of any contract resulting from this RFP, the Contractor **shall** replace any member of the Contractor's key personnel assigned to the AETN account as requested by AETN. The Contractor **shall** assign another key personnel member having equal or greater qualifications and experience than the person being replaced.
1. The Contractor **shall** perform the necessary replacement procedures of the key personnel without disruption to AETN's daily operations, programming, implementation, etc. as they pertain to the requirements of this RFP.
- E. The Contractor **shall** provide written notification to AETN within one (1) Business Day regarding any assignment changes in the Project Manager or any other key personnel and **shall** provide AETN with updated telephone numbers and cell phone numbers (including area codes), email addresses, and other pertinent information regarding the newly assigned key personnel as requested by AETN.

2.7 **DELIVERY AND INSTALLATION**

- A. The Contractor **shall** deliver and install the CMCR System including the Node, and all other equipment, cables, software, and materials associated with and required for the proper connection and functioning of the CMCR System at AETN Offices located at 350 S. Donaghey Ave., Conway, AR 72034.
- B. The Contractor **shall** deliver and install the CMCR System on Business Days between the hours of 8:00 a.m. and 4:30 p.m. Central Time.
- C. The Contractor **shall** deliver, install, and implement new (not refurbished or used), undamaged hardware, software, cables, and other materials associated with and required for the proper functioning of the CMCR System.
- D. AETN reserves the right to inspect all delivered components upon arrival at AETN facilities.
 1. AETN will not accept any used or refurbished CMCR System component or any component of the CMCR System having damage upon arrival at AETN facilities.

2. Should AETN or any of the Contractor's representatives determine any component of the CMCR System is used, refurbished, or damaged upon arrival at AETN facilities, the Contractor **shall** replace and reship another new and undamaged CMCR System component to AETN at the Contractor's sole expense using express overnight delivery.
 3. Should a CMCR System component be missing from the delivery, the Contractor **shall** deliver the missing CMCR System component to AETN at the Contractor's sole expense using express overnight delivery.
 4. The replacement and/or reshipment of a damaged, missing, or otherwise rejected CMCR System component **must not** delay the Go-Live Date as specified herein.
- E. The Contractor **shall** deliver, install, and implement the CMCR System with minimal disruption to AETN's day-to-day operations.
- F. The Contractor **shall** pre-configure, test, and cable the Node prior to delivery and include a pre-assembled wiring harness.
- G. The Contractor **shall** install the Node in one Central Equipment Room (CER) rack specified by AETN.
- H. The Contractor **shall** fabricate and install the intra-rack cable harness for the CMCR System.
- I. The Contractor **shall** conduct the delivery and installation processes and procedures of the CMCR System in accordance with all State and Federal laws, best practices, and industry standards.
- J. The Contractor **shall** provide safeguards and take all precautions necessary to prevent damage to AETN's property (real and personal) during the delivery and installation of the CMCR System.
- K. Should damage occur to AETN's personal or real property during the delivery and installation of the CMCR System, the Contractor **shall** replace the damaged real or personal property at the Contractor's sole expense.
- L. The Prospective Contractor **shall** be solely responsible for any loss, damage, or destruction of their own property and that of any equipment and materials used in conjunction with the delivery and installation of the CMCR System.

2.8 **IMPLEMENTATION**

- A. The Contractor **shall** have AETN's CMCR System fully operational, completely implemented, and ready for Go-Live within 100 calendar days (excluding State Holidays) of contract award. The Go-Live Date may be extended at AETN's sole discretion.
- B. The Contractor **shall** develop a detailed project plan and schedule regarding the delivery, installation, and implementation of a fully functional CMCR System and **shall** provide the schedule at the appropriate place in the Prospective Contractor's *Technical Proposal Packet* response.
1. AETN reserves the right to edit and have final approval of the detailed project plan and schedule.
 2. The Contractor **shall** make any change to the detailed project plan and schedule as requested by AETN.
- C. The Contractor **shall not** connect any equipment to an AETN LAN/WAN system without prior knowledge of and written approval by AETN's Information Technology Division.
- D. The Contractor **shall** interface with AETN as shown in the block diagram listed and posted as Attachment B to this RFP. The Contractor **shall** provide the emergency by-pass method of putting the network on air as shown in Attachment B.
- E. As determined necessary by AETN, the Contractor and any subcontractors utilized **shall** adhere to AETN's security requests which may include but are not limited to having an AETN escort while on the AETN premises and wearing an AETN supplied Contractor identification badge while inside the AETN facility.
- F. The Contractor **shall** maintain continual (24/7) operation of all four (4) of AETN's program streams during the Implementation Period and throughout the remainder of the contract term(s).
- G. During the Implementation Period, the Contractor **shall** transfer approximately 15 Terabytes of existing program assets from AETN's archival library to the CMCR System's program storage and **shall** transfer/store any additional content created during the contract term(s) utilizing the CMCR System's program storage.

- H. The Contractor **shall** allow AETN's existing manual master control to operate in parallel with the new CMCR System until the CMCR System has been operating at 100% capacity and functioning without errors, issues, and/or malfunctions for a minimum of seven (7) consecutive calendar days prior to the Go-Live Date.
- J. The Contractor **shall** provide all components, equipment, and materials associated with the delivery, installation, and full implementation of AETN's CMCR System including but not limited to the Node and the interconnection between AETN's new CMCR System and the Contractor's Node.
- K. The Contractor **shall** provide a local content archive as an optional service to AETN should AETN need to utilize this service during the contract term(s).
- L. As requested by AETN, the Contractor **shall** provide AETN with the contact information for all key personnel assigned by the Contractor including telephone numbers, cell phone numbers, and email addresses.

2.9 **ACCEPTANCE TESTING**

- A. As a part of the implementation services provided and prior to the Go-Live Date, the Project Manager **shall** perform acceptance testing on AETN's CMCR System.
- B. The Project Manager **shall** perform all acceptance testing procedures in the presence of specified AETN personnel.
- C. Should a CMCR System component fail during acceptance testing, the Project Manager **shall** immediately begin the steps necessary to resolve the failure and restore the CMCR System to proper working order.
 - 1. The Contractor **shall** provide resolution and complete CMCR System restoration for any failure encountered during acceptance testing and **shall** provide such resolution and restoration prior to the Go-Live Date as specified herein.
- D. The CMCR System **must** operate without errors, malfunctions, and other issues for a minimum of seven (7) consecutive calendar days prior to the Go-Live Date as specified herein.

2.10 **TRAINING**

- A. As a part of the implementation services provided, the Project Manager assigned to AETN **shall** provide in person training to AETN personnel which is anticipated to include three (3) members of AETN's Engineering team and two (2) members of AETN's Programming team.
- B. The Project Manager **shall** provide training that adequately equips AETN personnel with a working knowledge of CMCR System components and functionality and that will result in successful operation of the CMCR System throughout the contract term(s). At a minimum, the training **must** include but is not limited to:
 - 1. Complete and detailed overview of the CMCR System components including but not limited to the software, hardware, equipment, and accessories.
 - 2. Complete CMCR System functionality including but not limited to:
 - a. Automation Functionality.
 - b. Programming/Traffic Functionality.
 - c. Operations/Technical Functionality.
 - d. Maintenance/Service Requirements and Procedures.
- C. The Contractor **shall** maintain the following documentation at the Contractor's facility and **shall** provide exact copies of the documentation to AETN personnel as part of the training provided:
 - 1. Complete as-built documentation package of the CMCR System including but not limited to the following:
 - a. CMCR System diagrams including interconnection diagrams.
 - b. Wire list.
 - c. Connector details.
 - d. Configuration documents.

- e. Rack elevations.
 - f. Technical equipment list.
 - g. Cable run list.
2. Complete set of the CMCR System's operational user guides.
 3. The Contractor **shall** provide all documentation to AETN in the English language in both hard copy (paper) and electronic PDF format.

2.11 CMCR SYSTEM SOFTWARE

- A. AETN currently utilizes the Myers ProTrack software, the PBS industry standard system for broadcasting, television traffic, and scheduling. As such, the Contractor **shall** provide a CMCR System equipped with Myers ProTrack software including the live log function and capability.

2.12 CMCR SYSTEM CAPABILITY AND FUNCTIONALITY

- A. The Contractor **shall** provide a complete CMCR System that is multi-channeled and fully automated to AETN for AETN's use during the contract term(s).
- B. The Contractor **shall** provide a CMCR System having the following minimum capabilities and functionalities:
 1. Capability to playback, pass-through, and send real time studio programming live to air.
 2. Capability for automation for the duration of the entire process (i.e. from program, to acquisition, to playout).
 3. Capability to provide monitoring equivalent to that performed by AETN's current master controls. At a minimum, the Contractor **shall** provide monitoring of the following:
 - a. Node output.
 - b. Equipment status output.
 - c. Program output according to broadcast logs of all four (4) of AETN's program streams.
 - d. Audio/Video Quality.
 4. Capability to be compatible with any future digital data streams and broadcast standards.
 5. Capability for programming to enter via the following sources:
 - a. Stored video / audio files.
 - b. SD or HD satellite downlink and delivery systems such as sIX Interconnection.
 - c. File transfer from local production via Ethernet, video tape, or external input such as a local studio.
 6. Capability to record and store programming on a video server for later playback.
 7. Capability to provide national promos ready to air.
 8. Capability to use automated promo tagging with the Myers ProTrack traffic system software.
 9. Availability of national public television content including the capability of real time feeds.
 10. Accessibility to a Web based media library with proxy viewing and download capabilities from any connected digital platform (i.e. PC, tablet, mobile device).
 11. Capability of operating with a Myers ProTrack traffic system according to an AETN program log.
 12. Capability to provide four (4) air ready AETN program streams with branding capability, capability to provide two (2) HD Record channels for AETN's Studio A and Studio C for standard base channel configuration supplied to the Node, and capability to output four (4) complete AETN program streams playout for up to four (4) channels including baseband ingest and file ingest.
 13. Capability to adjust the program log to accommodate live or near live events such as Pledges, unscripted live events, and multiple simultaneous live events such as local political events and live sporting events. The Contractor **shall** allow AETN to take full control of broadcast streams during live and near live events.

14. Capability to provide alternate programming during a black out or a CMCR System malfunction or breakdown until the CMCR System is restored to full functionality.

2.13 CMCR SYSTEM CONNECTIVITY

- A. The Contractor **shall** provide AETN, located at 350 South Donaghey Avenue, Conway, Arkansas 72034 (35 04 29.05 N, 92 27 18.96W), with four (4) program streams consisting of one (1) high definition and three (3) standard definition programs delivered to AETN's existing microwave system at 19.39 MBs using AETN's supplied and maintained ATSC encoder.
 1. The program streams **must** be compliant with State and federal laws and industry standards with handoff from the Contractor's Node located in AETN's central equipment room.
- B. The Contractor **shall** provide real time, continuous, bi-directional connectivity between AETN and the Contractor's CMCR location.
- C. The Contractor **shall** provide the type (e.g. fiber optic, Internet WWW, coaxial, copper, etc.) and speed of the connectivity to AETN's CMCR System.
- D. The Contractor **shall** be financially responsible for all third-party carrier services employed if required to establish and maintain connectivity.
- E. The Contractor **shall** have a continual connection and interface with AETN's existing Myers ProTrack program stream and scheduling system.
- F. The Contractor **shall** have a continual and uninterrupted connection to all PBS network programming services.
- G. The Contractor **shall** provide real time, continuous, closed captions on all four (4) of AETN's program streams.
 1. The Contractor **shall** provide closed captions in accordance with industry standards, best practices, and the Federal Communication Commission's (FCC's) rules and the regulations outlined in 47 CFR Part 79.
 2. At all times, the Contractor **shall** adhere to CEA-708 standards for all program streams leaving AETN.

2.14 ONGOING SUPPORT SERVICES

- A. Beginning on the Go-Live Date, the Contractor **shall** provide ongoing operational and technical support to AETN 24 hours per day, 7 days per week throughout the remainder of contract term(s) including but not limited to the following:
 1. Monthly checks of operational status.
 2. Managing change orders arising during the contract term(s).
 3. Day to day support for timely program changes, length changes, and other technical issues.
- B. The Contractor **shall** provide intensive operational and technical support as requested by AETN during the initial sixty (60) calendar days following the Go-Live Date such as daily checks of operational status and frequent assistance with technical issues.
- C. Beginning on the Go-Live Date, the Contractor **shall** provide ongoing programming and traffic support to AETN 24 hours per day, 7 days per week throughout the remainder of the contract term(s) including but not limited to the following:
 1. Daily interaction with AETN personnel as needed regarding topics such as schedules, broadcast logs, program streams, and metadata.
- D. Beginning on the Go-Live Date, the Contractor **shall** provide ongoing monitoring of AETN's four (4) program streams including but not limited to monitoring for interruptions and discrepancies in the program streams and for the presence of closed captions.
 1. The Contractor **shall** notify AETN via email and telephone immediately upon knowledge of any interruptions or discrepancies.
 2. The Contractor **shall** begin working immediately to provide resolution to AETN regarding the interruption/discrepancy and **shall** provide complete resolution to AETN as determined by AETN.
- E. The Contractor **shall** provide the following concurrently in each of AETN's four (4) program streams:

1. Recording.
 2. Playback.
 3. Break insertion.
 4. Bug insertion.
 5. Live studio feed insertion.
 6. Voice over credit announcements (VOCA's).
 7. Live or recorded pledge insertion.
 8. Animated banner insertion.
 9. Snipe insertion.
- F. The Contractor **shall** revise and upgrade all CMCR System hardware and software as necessary to assure continual adherence with the Contractor's Information Technology security standards and the efficient operation of the CMCR System including but not limited to maintenance releases and updates.
- G. The Contractor **shall** coordinate and schedule all maintenance, revisions, and upgrades with AETN and **shall** provide AETN with a minimum of twenty-four hours prior notification via email or telephone to eliminate downtime.

2.15 MAINTENANCE AND SERVICE

- A. Beginning on the Go-Live Date, the Contractor **shall** provide ongoing maintenance and service for the complete CMCR System as needed to provide AETN with a fully functional CMCR System 24 hours per day, 365 days per year.
1. The Contractor **shall** maintain the CMCR System in proper working order including full functionality at all times throughout the contract term(s).
- B. The Contractor **shall** provide maintenance and service personnel having availability to perform maintenance or service of the CMCR System 24 hours per day, 365 days per year.
- C. The Contractor **shall** perform maintenance and service activities on-site as needed or as requested by AETN, such as may be required for the repair of critical components, the installation of replacement part(s), or preventative maintenance on the CMCR System.
1. In a manner acceptable to AETN, the Contractor **shall** document and record all preventative and remedial maintenance and service activities performed on-site at AETN and **shall** maintain the record at AETN facilities.
- D. With AETN's approval, the Contractor may perform certain maintenance and service activities remotely. The Contractor **shall** provide AETN with a 24-hour notification and gain approval from AETN prior to performing any maintenance and service activities remotely.
1. The Contractor **shall** record all maintenance and service activities performed remotely on the CMCR System and **shall** maintain the record at the Contractor's facility. The Contractor **shall** provide the record to AETN within 48 hours of request by AETN.
- E. The Contractor **shall** perform maintenance/service on Business Days during the hours of 8:00 a.m. to 4:30 p.m. Central Time or on the days and during the timeframes requested by AETN, which may occasionally occur outside of the specified hours.
- F. Within 24 hours of receiving notification from AETN, the Contractor **shall** repair or replace (including the delivery and installation) any defective or malfunctioning CMCR System component as requested by AETN and/or **shall** provide maintenance and repair service as required to maintain or restore full functionality of the CMCR System.
- G. The Contractor **shall** pay all shipping charges required to deliver replacement components and/or parts to AETN as well as all shipping charges required for AETN to return components and/or parts to the Contractor.
- H. At the end of the Implementation Period, the Contractor **shall** provide the name and "ship to" location for the return of any CMCR System component or part requiring return during the contract term(s).

2.16 REPORTS

- A. For each discrepancy and interruption in AETN's broadcasting schedule and program stream, the Contractor **shall** provide a report via email to AETN personnel immediately following the discovery of the discrepancy or interruption by the Contractor. In the report, the Contractor **shall** provide AETN with the cause of the discrepancy/interruption and the steps taken for resolution. AETN will provide appropriate AETN personnel contact information.

2.17 TRANSITION SERVICES

- A. Should any subsequent contract for the services outlined in this RFP be awarded to a Contractor other than the awardee of this RFP, then the Contractor awarded a contract from this RFP **shall**:
1. Assist AETN as requested by AETN to provide a smooth and timely transition of services to the new Contractor.
 2. Initiate contact and cooperate with the new Contractor to the greatest extent possible and reasonable.
 3. Coordinate with the new Contractor as necessary to minimize or eliminate downtime AETN may experience from the transition, such as coordinating the removal of the Contractor's owned equipment with the installation of the in-coming Contractor's equipment.
- B. Within thirty (30) calendar days after the final expiration of the contract resulting from this RFP or within thirty (30) calendar days of contract termination, the Contractor **shall** completely and permanently purge all AETN copyrighted content.
- C. After AETN's copyrighted content is completely and successfully purged, but no later than forty-five (45) calendar days after the final expiration or termination of any resultant contract, the Contractor **shall** provide a certification to AETN, which the Contractor **shall** sign, as evidence the Contractor has completely and permanently purged AETN's copyrighted content. The Contractor **shall** include in the certification the method by which the Contractor purged the copyrighted content.
- D. At the appropriate place in the *Technical Proposal Packet* response, the Prospective Contractor **shall** provide an end of contract transition plan that outlines and details the actions and milestones to be accomplished during a transition to a new Contractor.
1. Prior to the expiration or termination of the contract that results from this RFP, the Contractor **shall** make edits or revisions to the end of contract transition plan submitted in the Prospective Contractor's *Technical Proposal Packet* response as requested by AETN. AETN reserves the right to have final approval of the end of contract transition plan.

2.18 DISASTER RECOVERY

- A. The Contractor **shall** have a disaster recovery plan and a business continuity plan currently in place including redundant systems.
1. The disaster recovery plan **must** include backup and recovery procedures that provides for the complete recovery of the CMCR System and associated services as specified in this RFP up to the moment of the disaster.
- B. The Contractor **shall** provide AETN with notification via email and telephone within fifteen (15) minutes of knowledge of any system failure, breach, or other disaster affecting the CMCR System or the services provided as a result of this RFP.
- C. The Contractor **shall** provide complete disaster recovery including the complete recovery of the CMCR System and continuation of services within forty-eight (48) hours of the occurrence of any disaster.

2.19 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **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. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards

will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposal Packets* that do not meet submission *Requirements* will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency
- C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Points Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Prospective Contractor Qualifications and General Requirements	25	8	56
E.2 Key Personnel	25	2	14
E.3 Delivery, Installation, and Implementation	45	10	70
E.4 CMCR System	40	50	350
E.5 Ongoing Support Services	30	20	140
E.6 Transition Services	5	5	35
E.7 Disaster Recovery	5	5	35
Total Technical Score	175	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B) * C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum weighted score of 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest one-year grand total as shown in Table One (1) on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B) * C = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor’s understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

- ***Do not provide responses to items in this section.***

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:
- Arkansas Educational Television Network
ATTN: Accounts Payable
350 S. Donaghey Avenue
Conway, AR 72034
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State will not:
1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss, or damage of the equipment or software while the State has such risk, when:
1. 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

2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.

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

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- ***Do not provide responses to items in this section.***
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. 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.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- 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 under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of

this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. 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.