



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-18-0031	Solicitation Issued:	9/1/17
Description:	Satellite Television Services and Installation		
Agency:	Arkansas Department of Parks & Tourism		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	9/15/17	Bid Opening Time:	2:00 p.m., Central Time
<p>Bids shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time shall be considered late and shall be returned to the Vendor 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.</p>
Bid's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked 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• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Timothy W Smith, CPPB	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Timothy.smith@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>
Anticipation to Award Posting (Anticipated)	September 15, 2017
Contract Start Date (Anticipated)	October 1, 2017

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**1.1 PURPOSE**

The purpose of this solicitation is to acquire satellite television services, supplies and installation of all equipment for various State Parks and Tourism locations throughout the state of Arkansas. It is the intent of the Arkansas Department of Parks & Tourism to implement new high definition systems, replacing older systems within the agency. This **shall** include complete replacement of existing systems for public viewing, private viewing, and Head-End if listed. The Vendor **shall** be providing installation of all equipment as well as monthly charges for satellite television services for all locations listed in Section 2.6. The park locations with the immediate need are DeGray Lake Resort State Park, Petit Jean State Park and Devil's Den State Park. Other locations may be updated over the life of this contract as funding becomes available.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single Vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is October 1, 2017. Upon mutual agreement by the Vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

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

1.5 CLARIFICATION OF BID SOLICITATION

- A. Vendors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- B. No oral statement by OSP is part of any contract resulting from this solicitation and may not reasonably be relied on by any Vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that Vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Vendor's bid or in subsequent correspondence, **shall** cause the Vendor's bid to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 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. The words “bidder” and “Vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

1.8 RESPONSE DOCUMENTS**A. Bid Response Packet**

- 1. An official authorized to bind the Vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
- 2. Vendor's signature on this page **shall** signify Vendor's agreement that either of the following **shall** cause the Vendor's bid to be disqualified
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
- 3. The following items should be submitted in the original *Bid Response Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See *Pricing.*)

- 1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.

1.9 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.10 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate Vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.11 PRICING

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful Vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the Vendor. 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 120 days following the bid opening.
- C. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- D. All bid pricing **must** be in United States dollars and cents.
- E. The Official Bid Price Sheet may be reproduced as needed.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more Vendors is acceptable. However, a single Vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid 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 **shall** warrant consideration of this bid by the Office of the Attorney General. All Vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 PROPRIETARY INFORMATION

- A. Response documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive. A CD is also acceptable.
- C. 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.
- D. The Vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Vendor.
- F. If a redacted copy of the submission documents is not provided with Vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the Vendor will be contacted prior to release of the documents.

1.15 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.16 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.17 **AWARD PROCESS**

- A. Vendor Selection
 - 1. Award **shall** be made on an ALL OR NONE basis to the lowest responsible and responsive Vendor based on the Grand Total on Tab #3 of the Official Bid Price Sheet. Vendor(s) must bid programming cost and installation cost, with the understanding that the program payments will be made directly to the programming Vendor.
- B. Anticipation to Award
 - 1. Once an anticipated successful Vendor 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. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.

3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Vendor's responsibility to check the OSP website for the posting of an anticipated award.

C. Issuance of Contract

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

1.18 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Vendor's Certification Number should be included on the Vendor's *Bid Signature Page*.

1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the Vendor'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. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. OSP will notify the selected Vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the Vendor(s) at that time.

1.21 PAST PERFORMANCE

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

1.22 VISA ACCEPTANCE

- A. Awarded Vendor 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) **shall 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.

1.23 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Vendor's bid to be disqualified.

1.24 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Parks & Tourism (ADPT) to obtain pricing and a contract for satellite television services, supplies and installation of equipment for various locations throughout the State of Arkansas.

Vendor must provide all initial setup, maintenance and upgrades to include: Booster, channel boxes, connectors, and any other required equipment. Incoming service **shall** be digital.

This contract **shall** have a need for continuing services as new lodges, cabins, etc. are built at any of the listed park locations. However, the intent **shall** be to complete one park location at a time with new equipment.

2.2 INSTALLATION: FOB DESTINATION

See listing for various locations throughout the State of Arkansas in section 2.6.

The agency requests installation within 30 calendar days after receipt of the purchase order. If this date cannot be met, the Vendor **shall** state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the installation time obligates the Vendor to complete installation by the agency's requested date. Extended installation dates may be considered when in the best interest of the State.

Installation **shall** be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Vendor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the installation.

Installation **shall** include new systems as each location is upgraded, however, no new wiring or any other alteration to the facilities **shall** be permitted except to replace faulty or defective wiring as part of a repair.

There are three locations involving non-mobile Rent-A-RVs. At these three locations the HD satellite TV antennas shall be affixed to a fence post located adjacent to the Rent-A-Rv.

2.3 ACCEPTANCE STANDARDS

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

2.4 WORK LOCATION SECURITY

The Vendor **shall** follow all required security procedures at each worksite location, obtaining and displaying badges or other necessary identification and other requirements deemed necessary by the ADPT location.

2.5 **SERVICES AND MAINTENANCE**

Vendor **shall** provide all equipment and 1 (one) remote for each box installed. The Vendor **shall** submit a list to the park contact person at the time of initial installation that includes all equipment installed.

MAINTENANCE

All newly installed equipment **shall** be maintained by the Vendor. The park contact person shall notify the Vendor when units are in need of maintenance or replacement; the Vendor may also set up a pre-determined schedule to periodically inspect units installed at the facility, upon written mutual agreement. As equipment breaks down, the Vendor **shall** replace the equipment as needed.

The Vendor **shall** be responsible to maintain a log of all outages and service calls including downtime and **shall** provide a copy to the park contact person for each location as identified in section 2.6 on a monthly basis. Any outstanding problems **shall** be resolved as soon as possible.

Once a location has been initially installed, any future/new installations **shall** be performed by the Vendor only at the request of the park contact person or their designee. A new monthly invoice quote **shall** be sent to the park contact person before the third week of the billing cycle in order to process the change to the Contract and Purchase Order. Any new equipment, upon completed installation, **shall** be added by the Vendor to the list created from the installation and sent to the park contact person within seven (7) calendar days of completion of install.

CUSTOMER SERVICE

Vendor shall provide 24/7 response time for trouble-shooting customer support issues with programming. If an on-site technician is required, the Vendor shall be on-site within 48 hours from receipt of notice of a service issue.

2.6 **LOCATIONS AND AVAILABLE SPECIFICS:**

Bull Shoals State Park

129 Bull Shoals Park
Lakeview, AR 72642
Park Contact: Ed Thomas, Assistant Superintendent
Phone: 870-445-3629 / Email: ed.thomas@arkansas.gov
Rent-A-RV's for private viewing: 3 Private

Cane Creek State Park

50 State Park Road
Star City, AR 71667
Park Contact: Jeff Shell, Superintendent
Phone: 870-628-4714 / Email: jeff.shell@arkansas.gov
Rent-A-RV for private viewing: 1 Private

Lake Charles State Park

3705 Highway 25
Powhatan, AR 72458
Park Contact: Randall Watts, Superintendent
Phone: 870-878-6595 / Email: Randall.watts@arkansas.gov
Rent-A-RV's for private viewing: 2 Private

Crowley's Ridge State Park

2092 Highway 168 North

Paragould, AR 72450

Park Contact: Gretchen Sacotnik, Superintendent

Phone: 870-573-6751 / Email: Gretchen.sacotnik@arkansas.gov

Number of room/lodge antennas & HD equipment required: 5 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? __No__

Devil's Den State Park

11333 West AR Highway 74

West Fork, AR 72774

Park Contact: Monte Fuller, Superintendent

Phone: 479-761-3325 / Email: monte.fuller@arkansas.gov

Number of room/lodge antennas & HD equipment required: 17 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? __No__

Lake Catherine State Park

1200 Catherine Park Road

Hot Springs, AR 71913

Park Contact: Richard Boyes, Superintendent

Phone: 501-844-4205 / Email: Richard.boyes@arkansas.gov

Number of room/lodge antennas & HD equipment required: 20 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? __No__

Lake Chicot State Park

2542 Highway 257

Lake Village, AR 71653

Park Contact: Ocie Hunter, Superintendent

Phone: 870-265-5480 / Email: ocie.hunter@arkansa.gov

Number of room/lodge antennas & HD equipment required: 14 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? __No__

Lake Fort Smith State Park

18431 Shepard Springs Road

Mountainburg, AR 72946

Park Contact: Ralph Donnangelo, Superintendent

Phone: 479-369-2469 / Email: ralph.donnangelo@arkansas.gov

Number of room/lodge antennas & HD equipment required: 12 Private

Number of room/lodge antennas & HD equipment required: 1 Public Common Area

Is a Head End System required? __No__

Lake Ouachita State Park

5451 Mountain Pine Road

Mountain Pine, AR 71956

Park Contact: Lee Howard, Superintendent

Phone: 501-767-9366 / lee.howard@arkansas.gov

Number of room/lodge antennas & HD equipment required: 8 Private

Number of room/lodge antennas & HD equipment required: 1 Public Common Area

Is a Head End System required? __No__

Moro Bay State Park

6071 Highway 600

Jersey, AR 71651

Park Contact: Paul Butler, Superintendent

Phone: 870-463-8555 / Email: paul.butler@arkansas.gov

Number of room/lodge antennas & HD equipment required: 5 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? _No_

Mount Nebo State Park

16728 West State Highway 155

Dardanelle, AR 72834

***NOTE: The highway to Mt. Nebo State Park is extremely crooked and steep, therefore, trailers over 24 feet long are prohibited. Special delivery arrangements are required. ***

Park Contact: Scott Waniewski, Superintendent

Phone: 479-229-3655 / Email: scott.waniewski@arkansas.gov

Number of room/lodge antennas & HD equipment required: 15 Private

Number of room/lodge antennas & HD equipment required: 0 Public

Is a Head End System required? _No_

Ozark Folk Center State Park

1032 Park Avenue

Mountain View, 72560

Park Contact: John Morrow, Superintendent

Phone: 870-269-3851 / Email: john.morrow@arkansas.gov

Number of room/lodge antennas & HD equipment required: 60 Private

Number of room/lodge antennas & HD equipment required: 3 Public Common Areas

Is a Head End System required? _No_

Queen Wilhelmina State Park

3877 Highway 88 West

Mena, AR 71953

Park Contact: Paula Magers, Superintendent

Phone: 479-394-2863 / Email: paula.magers@arkansas.gov

Number of room/lodge antennas & HD equipment required: 41 Private

Number of room/lodge antennas & HD equipment required: 2 Public Common Areas

Number of room/lodge antennas & HD equipment required: 2 Public Bar/Restaurant Area

Is a Head End System required? _No_ (See section 2.9)

Village Creek State Park

201 CR 754

Wynne, AR 72396

Park Contact: Vicki Trimble, Superintendent

Phone: 870-238-9406 / Email: vicki.trimble@arkansas.gov

Number of room/lodge antennas & HD equipment required: 10 Private

Number of room/lodge antennas & HD equipment required: 1 Public Common Areas

Number of room/lodge antennas & HD equipment required: 3 Public Bar/Restaurant Area

Is a Head End System required? _No_

DeGray Lake Resort State Park

2027 State Park Entrance Road

Bismarck, AR 71929

Park Contact: Walt Reding, Superintendent

Phone: 501-868-5810 or 5811 / Email: walt.reding@arkansas.gov

Number of room/lodge antennas & HD equipment required: 96 Private

Number of room/lodge antennas & HD equipment required: 1 Public Common Areas

Number of room/lodge antennas & HD equipment required: 3 Public Bar/Restaurant Area

Is a Head End System required? __Yes__

Mount Magazine State Park

16878 Highway 309 South

Paris, AR 72855

Park Contact: Becky Bariola, Superintendent

Phone: 479-963-8502 / Email: becky.bariola@arkansas.gov

Number of room/lodge antennas & HD equipment required: 73 Private

Number of room/lodge antennas & HD equipment required: 3 Public Common Areas

Number of room/lodge antennas & HD equipment required: 3 Public Bar/Restaurant Area

Is a Head End System required? __Yes__

Petit Jean State Park

1285 Petit Jean Mountain Road

Morrilton, AR 72110

Park Contact: Joe Buckley, Superintendent

Phone: 501-727-5441 / Email: joe.buckley@arkansas.gov

Number of room/lodge antennas & HD equipment required: 59 Private

Number of room/lodge antennas & HD equipment required: 4 Public Common Areas

Is a Head End System required? __Yes__

****Welcome Centers******Bentonville Welcome Center**

13750 Visitors Center Drive
Bella Vista, AR 72714-3105
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Blytheville Welcome Center

P.O. Box 192
Blytheville, AR 72316-0192
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Corning Welcome Center

6717 Hwy 67
Corning, AR 72422-7082
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

El Dorado Welcome Center

3315 Junction City Highway
El Dorado, AR 71730-8332
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Harrison Welcome Center

3391 Hwy 65 North
Harrison, AR 72601-9645
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Helena-West Helena Welcome Center

1007 Martin Luther King Dr.
Helena-W Helena, AR 72342-8985
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Lake Village Welcome Center

3697 Hwy. 65-82 S
Lake Village, AR 71653-6133
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Mammoth Spring Welcome Center

#17 Hwy 63 North
P.O. Box 36
Mammoth Spring, AR 72554-0036
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Red River Welcome Center

12555 N State Line Ave.
Texarkana, AR 71854-0664
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Siloam Springs Welcome Center

2000 US 412 West
Siloam Springs, AR 72761
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Texarkana Welcome Center

10000 Interstate 30 East
Texarkana, AR 71854
P.O. Box 411
Texarkana, AR 75504-0411
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

Van Buren/Fort Smith Welcome Center

2915 Interstate 40
Van Buren, AR 72956-7463
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

West Memphis Welcome Center

704 East Service Road North
West Memphis, AR 72301
P.O. Box 1449
West Memphis, AR 72303-1449
Agency Contact: Kayla Hardage
Phone: 501-324-1520 / Email: kayla.hardage@arkansas.gov
Number of TVs: 2 Public Common Areas

*****Potential Future Service Locations*****

Note: The following locations do not currently have programming services, but may be in need of services at a future date. ADPT requests submittal of cost for programming for these locations for purposes of future budget considerations.

Cossatot River St Park

1980 Highway 278 West

Wickes, AR 71973

Park Contact: Mike Farringer, Superintendent

Phone: 870-385-2201 / Email: mike.farringer@arkansas.gov

Crater of Diamonds State Park

209 State Park Road

Murfreesboro, AR 71958

Park Contact: Caleb Howell, Superintendent

Phone: 870-285-3113 / Email: james.howell@arkansas.gov

Daisy State Park

103 East Park

Kirby, AR 71950

Park Contact: Tamara Lunsford, Superintendent

Phone: 870-398-4487 / Email: tamara.lunsford@arkansas.gov

Davidsonville Historic State Park

7953 Highway 166 South

Pocahontas, AR 72455

Park Contact: Kendra Harris, Superintendent

Phone: 870-892-4708 / Email: kendra.harris@arkansas.gov

Delta Heritage Trail

5539 Highway 49

Helena-West Helena, AR 72390

Park Contact: Josh Glenn, Superintendent

Phone: 870-572-2352 / Email: Joshua.glenn@arkansas.gov

Historic Washington State Park

Highway 278 W. & Highway 195

Washington, AR 71862

Park Contact: Brandon Owen, Superintendent

Phone: 870-983-2684 / Email: Brandon.owen@arkansas.gov

Jacksonport State Park

205 Avenue Street

Newport, AR 72112

Park Contact: Mark Ballard, Superintendent

Phone: 870-523-2143 / Email: mark.ballard@arkansas.gov

Lake Dardanelle State Park

100 State Park Drive

Russellville, AR 72802

Park Contact: Sarah Keating, Superintendent

Phone: 479-967-5516 / Email: sarah.keating@arkansas.gov

Lake Frierson State Park

7904 Highway 141

Jonesboro, AR 72401

Park Contact: Dru Edmonds, Superintendent

Phone: 870-932-2615 / Email: dru.edmonds@arkansas.gov

Lake Poinsett State Park

5752 State Park Lane
Harrisburg, 72432
Park Contact: Seth Boone, Superintendent
Phone: 870-578-2064 / Email: seth.boone@arkansas.gov

Logoly State Park

County Road 47
McNeil, AR 71752
Park Contact: Jim Gann, Superintendent
Phone: 870-695-3561 / Email: jim.gann@arkansas.gov

Mammoth Spring State Park

17 Highway 63 North
Mammoth Spring, AR 72554
Park Contact: Dave Jackson, Superintendent
Phone: 870-625-7364 / Email: dave.jackson@arkansas.gov

Millwood State Park

1564 Highway 32 East
Ashdown, AR 71822
Park Contact: Mark Myers, Superintendent
Phone: 870-898-2800 / Email: mark.myers@arkansas.gov

Mississippi River State Park

2955 Hwy 44
Marianna, AR 72360
Park Contact: Kristina Root, Superintendent
Phone: 870-295-4040 / Email: Kristina.root@arkansas.gov

White Oak Lake State Park

563 Highway 387
Bluff City, AR 71722
Park Contact: John Stewart, Superintendent
Phone: 870-685-2748 / Email: john.m.stewart@arkansas.gov

Withrow Springs State Park

33424 Spur 23
Huntsville, AR 72740
Park Contact: Earl Minton, Superintendent
Phone: 479-559-2593 / Email: earl.minton@arkansas.gov

Woolly Hollow State Park

82 Woolly Hollow Road
Greenbrier, AR 72058
Park Contact: Steve Wilson, Superintendent
Phone: 501-679-2098 / Email: steven.wilson@arkansas.gov

2.7 OVERALL SERVICE REQUIREMENTS:

Installations **shall** require the following specifications, dependent on determination of a head end system or individual antennas with HD receivers:

- Standard-definition and high-definition enabled programming
- Residential experience (DRE) (for Queen Wilhelmina State Park which currently has HD programming)
- Programming guide
- Search option
- HDMI (High-Definition Multimedia Interface) outputs
- Locks and controls
- All TVs in head end systems are Pro Idiom encrypted
- Programmable remote control
- Wall Mount capability
- All of the coaxial cable must terminate at the central location
- Repairs involving replacement of faulty or defective coaxial cable (mostly RG6, but some RG59) must not be run outside of the wall; cable must be hidden inside the walls at all times
- Surge protection shall be provided by the Vendor for all appropriate hardware being bid
- Excluded from these services will be the use of DVRs.
- Vendor shall provide any equipment, including but not limited to, a DCI-401 converter box if necessary to receive HD programming

2.8 PROGRAMMING:

The state realizes that some Vendor packages shall contain additional channels, but those listed in the six packages below must be included in some variation of the packages being bid by the Vendors.

Package #1 –

This package **shall** contain at a minimum the following local channels:

(ABC, CBS, NBC, PBS, MNT, FOX) plus A&E, ABC Family, Animal Planet, BET, Cartoon Network, CMT, CNBC, CNN, CNN Headline News, C-Span, Discovery Channel, E!Entertainment Television, Food Network, Fox News Channel, History Channel, IFC, MSNBC, MTV, National Geographic Channel, Nickelodeon/Nick at Nite, Oxygen, Science Channel, Sci-Fi, Spike TV, TBN, TBS, TLC, TNT, USA Network, The Weather Channel, and Hallmark.

Package #2 –

This package **shall** contain at a minimum the following sports channels:

Big Ten Network, ESPN, ESPN2, ESPNEWS, ESPNU, Golf Channel, NFL Network, CBC Sports Network, NBA TV, NBC Sports Network, NHL Network, Tennis Channel, and Fox Sports Network.

Package #3 –

This package **shall** contain at a minimum the following: SEC Network and the NFL Red Zone.

Package #4 –

This package **shall** contain at a minimum the following: Programming for real-time access to all NFL games.

Package #5 –

This package **shall** contain at a minimum all of the following movie channels: Cinemax, HBO, Showtime, Starz, and Starz Encore.

Package #6 –

Welcome Centers will need the least expensive package that **shall** include the Weather Channel, CNN, and local channels.

Bidders **shall** submit a listing of the channels included with each package (See Bid Response Packet).

NOTE: In the SP-18-0031 Spreadsheet, Tab #5 represents programming that shall be installed by the Vendor. Tab #4, Columns A-E also represent programming that shall be installed by the Vendor. Columns G-K represents options that the agency may select if budget allows.

2.9 MINIMUM PACKAGE INSTALLATION:

Rent-A-RVs locations shall include the sum of all channels included in package #1.

Public room/lodge shall include a minimum of all channels included in package #1, #2 and #3. Agency has noted which public locations are Public Common Areas and which are Public Bar/Restaurant Areas.

Private room/lodge shall include a minimum of all channels included in package #1 (the exception being the three head end system locations and Queen Wilhelmina State Park. See below)

Head end system locations shall include the sum of all channels included in package #1, #2 and #3.

The Queen Wilhelmina State Park location, a DRE system, shall include a minimum of all channels included in package #1, #2 and #3. It shall not include a head end system due to space limitations.

2.10 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the Vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, Vendor **shall** follow the direction of the agency regarding the required compensation process.

PERFORMANCE STANDARDS

SERVICE CRITERIA	ACCEPTABLE PERFORMANCE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Initial Installation of Satellite TV Equipment	100% Completion at each location	Payments will be withheld until 100% completion, and inspection is completed and approval by the contact person at each location.
Service Availability	Not more than 2% downtime monthly	5% credit to monthly invoice shall be taken for each percentage beyond 2%
Service Availability	Outages that exceed 24 hours during month	1/30 th of monthly payment shall be deducted from invoice for each 24 hour period of outage

Note: Weather-related outages causing the interference of signals shall not be counted against the Vendor's service performance.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

3.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

Arkansas Dept. of Parks & Tourism
Attn: Accounts Payable
#1 Capitol Mall, 4A-900
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Vendor 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 Vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/Vendor/index.html>.

3.2 GENERAL INFORMATION

- A. The State **shall not** 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 Vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- J. 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:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 **CONDITIONS OF CONTRACT**

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

3.4 **STATEMENT OF LIABILITY**

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

3.5 **RECORD RETENTION**

- A. The Vendor **shall** 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, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made 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.

3.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Vendor **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 **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

3.7 CONFIDENTIALITY

- A. The Vendor, Vendor's subsidiaries, and Vendor's employees **shall** 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 **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 CONTRACT INTERPRETATION

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

3.9 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the Vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a Vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

3.10 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 Vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

3.11 END OF CONTRACT

Upon the termination of the contract all equipment shall be returned and each facility shall only be responsible for any broken or lost items; all other items with fair wear and tear shall not be chargeable to the facility.

SECTION 4 – 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 disqualified. 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. Vendor **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 Vendor to supply additional descriptive material. The Vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 Vendor 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 Vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the Vendor, such items **shall** function properly when installed. The Vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Vendor'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 Vendor'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 Vendor's expense. After reasonable examination, all demonstrators will be returned at Vendor'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 Vendor.
- 10. **AMENDMENTS:** Vendor'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 Vendor. 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 Vendor.
- 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 Vendor 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 Vendor.

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 Vendors 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. Vendor **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. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
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 Vendor 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 Vendor agrees that: (a) the Vendor **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 Vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Vendor 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 Vendor 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 Vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Vendor.
25. **CONTINGENT FEE:** The Vendor 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 Vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Vendor 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.