



**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			
Solicitation Number:	SP-20-0116	Solicitation Issued:	August 7, 2020
Description:	Master Control Services		
Agency:	Arkansas PBS		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	August 21, 2020	Proposal 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 proposal 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 proposal opening date and time. Proposals received after the designated 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 7<sup>th</sup> 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></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 proposal identification purposes.</p> <ul style="list-style-type: none"> <li>Solicitation number</li> <li>Date and time of proposal opening</li> <li>Prospective Contractor's name and return address</li> </ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="https://www.transform.ar.gov/procurement/">https://www.transform.ar.gov/procurement/</a>		

## 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 Public Broadcasting Service (AR-PBS) to obtain proposals and a contract for master control system implementation and operational services of its four (4) channel broadcast across the AR-PBS statewide transmission network.

### 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 September 21, 2020, except that the actual contract start date may be adjusted by the State for up to three (3) 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 process.

### 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

The proposal opening may be viewed online as follows:

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/93404711462?pwd=TW5ld0xzR0w2YnhibkJZV0VubWZ6QT09>

Meeting ID: 934 0471 1462

Meeting Password: 252570

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

### 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 *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. "Business Day" means a day occurring Monday through Friday excluding State holidays, which are listed on the Secretary of State's website at <https://www.sos.arkansas.gov/calendar/>.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

- E. "Go-Live Date" means the date by which all implementation activities are complete and approved by AR-PBS and the master control system and services are fully functional and operational, anticipated to be December 21, 2020.
- F. "Implementation Period" means the period of time beginning on the starting date of the contract, anticipated to be September 21, 2020, during which the Contractor **shall** perform all start up and implementation activities required to achieve full implementation of a complete and functional master control system and services by the Go-Live Date.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- I. The terms "Request for Proposal," "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- J. "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.
- K. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- L. "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.
- M. "Working Hours" means 8:00 a.m. through 5:00 p.m., Central Time on Business Days.

## 1.7 RESPONSE DOCUMENTS

- A. Each response **must** be submitted as a hardcopy in the English language and **must** include the following Proposal Submission Requirements:
  - 1. One (1) original *Proposal Signature Page* that **must** be signed by an official authorized to bind the Prospective Contractor to a resultant contract. (See *Technical Proposal Packet*.)
    - a. 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 RFP will cause the Prospective Contractor's proposal to be rejected.
  - 2. Prospective Contractor's response to the Information for Evaluation section included in the *Technical Proposal Packet*.
  - 3. Completed *Official Bid Price Sheet*.
    - a. All copies of the *Official Bid Price Sheet* **must** include pricing proposed in U.S. dollars and cents, **must** be separately sealed from the *Technical Proposal Packet*, and should be clearly marked as *Pricing*.
- B. The following items should also be submitted in the original response:
  - 1. Three (3) additional hardcopies of the *Technical Proposal Packet*.
  - 2. Four (4) electronic copies of the original *Technical Proposal Packet* on separate flash drives and in PDF format.
  - 3. One (1) redacted (marked *REDACTED*) electronic copy the original *Technical Proposal Packet*. (See *Proprietary Information*.)

4. One (1) electronic copy of the *Official Bid Price Sheet*, separately sealed from the *Technical Proposal Packet* and clearly marked as *Pricing*.
  5. Electronic copy of the completed and signed EO 98-04: Contract and Grant Disclosure Form. (See *Standard Terms and Conditions, #25. Disclosure.*)
  6. Electronic copy of the Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
  7. Electronic copy of the *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access.*)
  8. Electronic copy of the Proposed Subcontractors Form. (See *Subcontractors.*)
  9. Electronic copy of the Addenda, if applicable. (See *Requirement of Addendum.*)
- C. All additional copies **must** be identical to the original hardcopy. In case of a discrepancy, the original hardcopy governs.
1. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- D. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.8 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 August 11, 2020 to the OSP buyer as shown on page one (1) of this Bid Solicitation.
1. Prospective Contractors **shall** submit questions using *Template O-1: Written Questions*.
  2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  3. 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 August 14, 2020. 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 proposal opening.
- D. An oral statement by OSP 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.

## 1.9 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.

### 1.10 PRICING

- A. Prospective Contractors **shall** include all pricing on the *Official Bid Price Sheet* only.
  - 1. If any cost is not included by the selected Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. The *Official Bid Price Sheet* is provided as a separate excel file posted with this Bid Solicitation and contains two (2) tables for the purposes described below:
  - 1. Table A: Implementation and Ongoing Support Services
    - a. Implementation Fee: Prospective Contractors **shall** enter the one-time fee inclusive of all costs associated with implementing joint master control services as outlined in the RFP, including without limitation the delivery, installation, commissioning, and testing of a fully functional and operational master control system onsite at AR-PBS in Conway, Arkansas.
    - b. Ongoing Support Services: Prospective Contractors **shall** enter the monthly fee inclusive of all costs associated with providing joint master control services as outlined in the RFP.
    - c. Table A will be used in determining lowest cost.
  - 2. Table B: Cost Breakdown
    - a. Prospective Contractors **shall** list an itemized breakdown of all costs included in the all-inclusive monthly price entered in Table A, including a description of the service, the per unit cost of the service, and the unit of measurement being priced.
    - b. Prospective Contractors should include, as applicable and without limitation, the costs to provide PBS program delivery to the JMC node, internet, programming and traffic services for each of the four (4) AR-PBS channels, remote monitoring and ongoing technical maintenance for all of the four (4) AR-PBS channels, closed captioning services, split traffic logs for PBS National and Create broadcasts and stream for special events, and warranty and service support on all equipment, hardware, and software.
    - c. Table B will not be used in determining lowest cost.
  - 3. Table C: Optional Costs
    - a. Prospective Contractors **shall** provide the optional cost per hour for closed captioning stenography services as described in section 2.8 *JMC Closed Captioning Requirements*.
    - b. Prospective Contractors **shall** provide the optional cost to add a split stream feed to a broadcast only channel if requested by AR-PBS during the term(s) of a resulting contract. Cost should include the one-time implementation fee and ongoing monthly service costs, as applicable.
    - c. Prospective Contractors **shall** provide the optional cost to convert a "Passthrough" channel into a "Fully Trafficked" channel if requested by AR-PBS during term(s) of a resulting contract. Cost should include the one-time fee to upgrade from "Passthrough" to "Fully Trafficked" and the increase in monthly service fees to operate the channel after conversion.
    - d. Table C will not be used in determining lowest cost.
- C. To allow time to evaluate proposals, prices **must** be valid for ninety (90) days following the proposal opening.

- D. All copies of the *Official Bid Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as *Pricing*.
- E. DO NOT submit any ancillary information not related to actual pricing on the *Official Bid Price Sheet* or in the sealed pricing package.

#### 1.11 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.

#### 1.12 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.

#### 1.13 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. Except for the redacted information, redacted copies **must** be identical to the original hardcopy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- I. 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 FOIA.

- J. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- K. 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.

#### 1.14 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.

#### 1.15 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this Bid Solicitation.
- B. Prospective Contractors should sign all addenda modifying this Bid Solicitation and submit with the *Technical Proposal Packet*.
- C. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- D. The Prospective Contractor is expected to check the OSP website, [https://www.arkansas.gov/tss/procurement/bids/index.php#new\\_tab](https://www.arkansas.gov/tss/procurement/bids/index.php#new_tab), for any and all addenda up to proposal opening.

#### 1.16 AWARD PROCESS

- A. Successful Contractor Selection
  - 1. 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 [https://www.arkansas.gov/tss/procurement/pro\\_intent.php](https://www.arkansas.gov/tss/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-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.

### 1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

### 1.18 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 91<sup>st</sup> 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*.

### 1.19 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. 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 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, 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.

**1.21 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.

**1.22 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.

**1.23 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.

#### 1.24 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:

<https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### 1.25 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.

#### 1.26 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.

#### 1.27 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

AR-PBS seeks a qualified joint master control (JMC) vendor to provide outsourced master control services as specified in this RFP and to implement a transition plan that allows AR-PBS an Advanced Television Systems Committee (ATSC) 1.0 and ATSC 3.0 simulcast and conversion path to the Next Generation television standards.

AR-PBS originates four (4) channels, Public Broadcasting Service (PBS) National, Create, KIDS 24/7, and World, on its Statewide network (hereinafter collectively referred to as “Channels”). Outsourcing master control services to a JMC will allow AR-PBS to better utilize its own internal resources to increase the amount of local programming it produces and enhance the technical capabilities of these Channels by providing fully managed local insertion of underwriting, promotions, keyed logos, and branding.

Services under a resulting contract will include transitioning AR-PBS to ATSC 3.0 Next Generation television, addressing specific needs of the Emergency Alert System (EAS), providing audio distribution, meeting closed captioning standards, branding and inserting post produced and live programming, providing program storage and content management, providing twenty-four (24) hour a day, seven (7) day a week quality control and failure monitoring for all four (4) Channels, and sustaining AR-PBS’s ongoing operational requirements.

### 2.2 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. Prospective Contractors **shall** have existing qualified PBS satellite receive facilities or the ability to remotely utilize the existing AR-PBS satellite receive system and network.
- B. Prospective Contractors **shall** have provided outsourced master control services to PBS clients for at least the past five (5) years.
- C. Prospective Contractors **shall** be PBS certified and approved under the standards set by the Corporation for Public Broadcasting (CPB) to qualify for the Healthy Network Initiative Grant.
  1. Prospective Contractors **shall** submit evidence of this certification and approval in their *Technical Proposal Packet*.
- D. Prior to contract award, should AR-PBS request financial documents as verification of the Prospective Contractor’s overall financial health, Prospective Contractors **shall** submit financial documents, including but not limited to State and federal tax lien disclosures, 2019 year-end statements, and/or third-party financial health assessments (such as Dun & Bradstreet ratings), as requested by AR-PBS.
- E. The State reserves the right to contact current and previous clients referenced in the Prospective Contractor’s proposal to verify the Prospective Contractor’s experience, qualifications, quality of services provided, and client satisfaction.

### 2.3 PBS FEED CAPABILITY REQUIREMENTS

Currently, PBS programming is delivered via satellite and a file-based delivery network. The PBS satellite receive system and network node installed and maintained by AR-PBS at its studio facilities will be available for Contractors to utilize for main or backup feed purposes.

PBS has commissioned a file-based program delivery platform known as the PBS Six Service which is currently utilized by AR-PBS. In 2020–2021 PBS will transition its satellite video feeds over to a video streaming format delivered via the PBS Six Service Multiprotocol Label Switching (MPLS) network and reduce its satellite transmission capacity to only support live events such as the nightly news hour and special theatric or concert performances.

- A. The Contractor **shall** manage the transition from satellite to live linear program stream delivery over the term of the contract.

- B. To be able to undertake JMC AR-PBS, the Contractor **shall** have access to the various program delivery methods deployed by PBS.
- C. The Contractor **shall** have a KU band satellite receive antenna with a reflector size of 6.0m or greater, positioned on AMC-21 at 125 degrees West.
- D. The Contractor **shall** have PBS authorized Integrated Receiver/Decoder (IRD) set up on AMC-21 KU24 Vertical capable of receiving PBS program services HD01, HD02, HD03, SD01, SD02, SD03, SD04, as well as KU23 Horizontal for receiving HD04, HD05, SD05, SD06 and SD07.
- E. The Contractor **shall** maintain a backup antenna positioned on AMC-21 with a minimum of four (4) IRD to act as a fail over redundancy path for the PBS National, Create, KIDS 24/7, and World program feeds.
- F. The Contractor may leverage the resources of the AR-PBS satellite receive equipment locally; however, should the Contractor choose to do so, the Prospective Contractor **shall** explain how their system is to be interfaced.
- G. The Contractor **shall** have a PBS Six Service MPLS network node and delivery server system installed or **shall** leverage the resources of the AR-PBS Six Service node locally.
  - 1. Should the Contractor choose to leverage local resources, the Prospective Contractor **shall** provide an explanation of how their system is to be interfaced.

#### 2.4 JMC PROGRAMMING AND TRAFFIC CAPABILITY REQUIREMENTS

AR-PBS has adopted programming and traffic standards as well as applications that are specific to PBS to be able to build traffic logs that can be utilized to automate local insertion into the various PBS network feeds. AR-PBS will maintain its own independent Myers Protrack programming and traffic applications to support master control automation for the four (4) Channels.

AR-PBS requires a real time "Live Log" interface between traffic and automation so amendments to the automation playlist can be made through the scheduling system on the fly and so "As Run" confirmation and reconciliation can take place upon immediate notification of a scheduling error or conflict.

- A. The Contractor **shall** allow AR-PBS access to remotely monitor the automation log as well as append and make changes to the playlist as a ripple through from the Myers Protrack schedule for all four (4) Channels.
- B. The Contractor **shall** use Myers Protrack to schedule and automate the file-based transfer of programming from the PBS cloud via the Six Service delivery system as well as interface its automation system to form a fully integrated Media Asset Management (MAM) network.
- C. The Contractor **shall** interface to the AR-PBS Myers Protrack traffic and scheduling system that operates the current 7.0 software version and is hosted on a virtual environment with web client access.
- D. The Contractor **shall** provide a real time "Live Log" interface between Myers Protrack 7.0 traffic and their chosen automation system.
- E. The Contractor's automation system **must** be approved and qualified by Myers to correctly interface with Myers Protrack 7.0.
- F. The Contractor **shall** provide local automation log monitoring to AR-PBS for all four (4) Channels.
- G. The Contractor **shall** provide a fully functional broadcast MAM through the integration of their automation and playout server with the AR-PBS Q-Star Linear Tape-Open (LTO) archive, PBS Six Service delivery system, Myers Protrack traffic and scheduling, and Cat-DV Vantage production workflow.
- H. The Contractor **shall** provide all necessary supplemental traffic and scheduling training for AR-PBS staff to establish the full functionality of the automated workflow.

## 2.5 JMC PROGRAM DELIVERY REQUIREMENTS

AR-PBS originates four (4) services from its master control system—PBS National, Create, KIDS 24/7, and World. PBS has chosen 1080p 60f as its new video format for Next Generation Advanced Television Standards Committee (ATSC) 3.0 television broadcasting.

AR-PBS will continue to host the encoding system locally at its studio location in Conway, Arkansas for ATSC 1.0, and all six (6) transmitter sites across the State will broadcast a common multiplexed signal with only the local rebranding of the transport stream identification taking place at each transmission point. For ATSC 3.0, each transmitter site will have a local broadcast gateway so every location can be operated independently and geographically for EAS alerting. The four (4) services will be distributed to each of the six (6) broadcast sites over an internet protocol (IP) digital microwave system as individually encoded MPEG4 H265 streams that can feed directly into each locations broadcast gateway.

- A. The Contractor **shall** have a system architecture where the master control channels are originated and the file server storage is maintained in a local node installed on site at AR-PBS in Conway, Arkansas.
- B. The Contractor **shall** provide four (4) channels of 1080p 60f Master Control for encoding into MPEG4 H265 IP streams at approximately 3.5–4.0Mb/s compliant with ATSC 3.0 transmission standards for input into AR-PBS's microwave distribution network.
- C. The Contractor **shall** generate Serial Digital Interface (SDI) proxy outputs to feed the ATSC 1.0 encoding systems.
  1. PBS National **must** be output in 1920 x 1080i 60f 16:9 Society of Motion Picture and Television Engineering (SMPTE) 292M High Definition (HD)-SDI, and Create, KIDS 24/7, and World **must** be output in 704 x 480i 60f 16:9 SMPTE 259C Standard Definition (SD)-SDI format.
- D. The Contractor **shall** originate a master control format in Next Generation ATSC 3.0 standard as well as provide a proxy feed for each channel in the format needed to simulcast on AR-PBS's ATSC 1.0 transmission network.
- E. The Contractor **shall** provide a master control with a 1080p 60f HD-SDI, SMPTE 2110 IP or an ATSC 3.0 H.265 standard stream output for all four (4) broadcast channels to feed an ATSC 3.0 program chain.
- F. The Contractor **shall** provide a parallel proxy 720p/1080i 60 HD-SDI output for the PBS National master control feed to the ATSC 1.0 program path.
- G. The Contractor **shall** provide a parallel proxy 480i 60 SD-SDI output for the Create, KIDS 24/7, and World master control feeds to the ATSC 1.0 program path.
- H. The Contractor **shall** use a systems architecture where the playout server, automation system and associated video switching, and file storage resides on site at AR-PBS and the four (4) Master Control feeds are originated locally.
- I. The Contractor **shall** maintain adequate storage to operate all four (4) channels for at least seven (7) calendar days in the event of a network or connectivity issue.
- J. The Contractor **shall** use either public or private internet for the delivery of file-based program content as well as control and monitoring of their equipment that **must** comply with State of Arkansas security standards, policies, and guidelines available at <https://www.transform.ar.gov/information-systems/policies-standards/>.
- K. The Contractor **shall** provide two (2) server record channels with input feed switching and automated control application for Satellite feed ingest for the record of regularly scheduled and itinerant PBS program feeds from both the main and dedicated program distribution satellite paths directly into the playout server.

- L. The Contractor **shall** provide two (2) server record/playback channels and two (2) automation preparation stations for the ingest of locally produced SDI content direct to the video playout server.

## 2.6 JMS EAS CAPABILITY REQUIREMENTS

Because of its Statewide transmission network and broadcast coverage, AR-PBS is a primary provider of EAS warnings across Arkansas. AR-PBS currently monitors the five (5) National Weather Service (NWS) zones—Little Rock, Memphis, Tulsa, Shreveport, and Jackson—that provide all weather alerts for the State of Arkansas. AR-PBS also monitors the designated L1 radio stations in accordance with the Arkansas Broadcasters Association EAS plan, in the four (4) Federal Communications Commission (FCC) Designated Market Areas (DMAs)—Little Rock, Fayetteville—Fort Smith, Jonesboro, and El Dorado—Monroe. The Arkansas Department of Emergency Management (ADEM) also has the remote capacity to activate EAS alerts.

AR-PBS will collect and maintain all the required monitor and alerting sources and feed the Sage ENDEC model 3644 unit inclusive of the ADEM remote activation system. AR-PBS will comply with the required EAS logging and reporting duties specified by the FCC.

Because of technical limitations, AR-PBS completely breaks programming across all four (4) broadcast channels, inserts an EAS alert graphic, and runs the audio and keyed text crawl for the alerts. AR-PBS activates an all flood and tornado alerts and warnings. It does not currently activate on severe weather warnings.

- A. The Contractor **shall** accommodate a common ATSC 1.0 signal transmitted Statewide, a total of nine (9) NWS and L1 radio audio monitor sources, and the ADEM remote activation methods.
- B. The Contractor **shall** interface to the Sage ENDEC EAS for activation of the alerts and warnings uniformly across all master control channels.
  - 1. Alerts **must** be activated across all broadcast subchannels simultaneously.
- C. The Contractor **shall** provide the following presentation technology to allow enhanced EAS displays for all four (4) AR-PBS channels.
  - 1. Digital Video Effects (DVE) squeeze to maintain full program aspect ratio perspective while alert messaging is displayed.
  - 2. Keying graphics in the lower third of the picture and running EAS message crawls.
  - 3. Inserting web based EAS content as keyed graphics such as weather radar, traffic maps, fire ban, and alert information issued by Arkansas public safety and emergency management authorities.
  - 4. Duck but not mute program audio delivered during an EAS alert.
  - 5. Activate the required monthly and weekly test as part of the automated traffic log in accordance with the schedule provided by AR-PBS and the Arkansas Association of Broadcasters.
  - 6. Activate for severe weather warnings in addition to alerts.
- D. As part of the transition to ATSC 3.0 the Contractor **shall** have the ability to provide geographically targeted EAS feeds for the four (4) broadcast DMAs that cover the State. AR-PBS will provide the monitor sources and Sage ENDEC EAS encoding equipment required to provide the specific geographically targeted alert messages.

## 2.7 JMC AUDIO FORMAT REQUIREMENTS

Currently, the AR-PBS master control systems are limited to passing main program stereo audio embedded on Audio Engineering Society (AES) pair 1 (Channels 1 & 2) as well as ancillary audio on AES pair 2 (Channels 3 & 4) and pair 3 (Channels 5 & 6). Because most of the early model ATSC 1.0 receivers and converter boxes only supported one ancillary Secondary Audio Programming (SAP)-1 channel, it is AR-PBS's preference to place Descriptive Audio on AES pair 2 (Channels 3 & 4) as the primary SAP service and Alternate Language Audio on AES pair 3 (Channels 5 & 6) as SAP-2.

In the absence of either Descriptive Audio on AES pair 2 or Alternate Language Audio on AES pair 3, these channels **must** be filled with main program audio to maintain continuous audio service. This is one of AR-PBS's most common form of listener complaint. When viewers select SAP-1 to take advantage of Descriptive Audio and the following program falls silent because it does not have Descriptive Audio, they forget to switch back to main program audio and believe there is an issue with their reception.

AR-PBS currently circumvents the loss of SAP-1 and SAP-2 audio at the file level so programming originating from our playout server has the audio corrected. When receiving the satellite feed, AR-PBS translates the Descriptive and Alternate Language audio and re-embeds the audio in the proper format as well as having loss of audio detection prior to the ATSC 1.0 encoder to insert program audio if it detects silence on AES pairs 2 and 3.

AR-PBS will be adopting the audio standard of main program audio as Dolby AC3 5.1 surround on AES pair 1, Descriptive Audio SAP-1 stereo on AES pair 2, Alternate Language Audio SAP-2 stereo on AES pair 3 and insert stereo main program audio on SAP-1 & 2 if no services are present, will be the uniform audio configuration required for all video channels delivered for both ATSC 1.0 and 3.0 transmission.

- A. The Contractor **shall** be able to deliver the required AR-PBS audio standard described above for all ATSC 1.0 and 3.0 video subchannels—PBS National, Create, KIDS 24/7, and World.
- B. The Contractor **shall** provide:
  1. Main channel 5.1 surround sound passthrough.
  2. Main channel 2.0 stereo to 5.1 surround sound up mixing.
  3. Dolby AC3 5.1 encoding and embedding for main channel audio.
  4. Translation and embedding of Descriptive Audio on AES pair 2, SAP-1.
  5. Translation and embedding of Alternate Language Audio on AES pair 3, SAP-2.
  6. Replacement of Descriptive and Alternate Language Audio with Program audio if the service is not present.
  7. The ability to provide Commercial Advertisement Loudness Mitigation (CALM) Act audio processing standards required by the FCC and average program level consistency rules established by PBS.

## 2.8 JMC CLOSED CAPTIONING REQUIREMENTS

AR-PBS is currently encoding Consumer Electronics Association (CEA)-708 standard captioning on all four (4) of its video services—PBS National, Create, KIDS 24/7, and World—transmitted in ATSC 1.0 standards and backward compatible with CEA-608 standards so captioning can be displayed on analogue television monitors by viewers still using set top decoders for digital television (DTV) reception.

In the upgrade to ATSC 3.0, AR-PBS will need to transition to the new A/343 Caption and Internet Media Subtitles and Captions (IMSC)-1 format standards where the captions are sent as a separate IP transport stream timed and associated with a specific encoded H265 MPEG4 video stream in accordance with SMPTE-TT, Timed Text, and ST 2052 video standard protocols.

AR-PBS **must** maintain 100% caption compliance on all four (4) of its video services—PBS National, Create, KIDS 24/7, and World channels.

- A. The Contractor **shall** deliver CEA-708 closed caption encoding standards with CEA-608 backward compatibility for viewers using DTV set top converters uniformly across all four (4) Channels being delivered to AR-PBS for ATCS 1.0 transmission.
- B. The Contractor **shall** deliver the four (4) Channels in the ATSC 3.0 A/343 – IMSC-1 Caption and Subtitle standards.

- C. The Contractor **shall** provide real time closed captioning services for AR-PBS live local events originated on the four (4) Channels via a live stenography service or automated Artificial Intelligence (AI) speech recognition with an accuracy of greater than 80%.
- D. The Contractor **shall** provide captioning to support all PBS or externally produced programming delivered without captioning.
  - 1. Captioning **must** be provided either in file format or in real time via satellite or stream, via a live stenography service, or via automated Artificial Intelligence (AI) speech recognition with an accuracy of greater than 80%.

## 2.9 LIVE LOCAL PROGRAM INSERTION REQUIREMENTS

AR-PBS produces many live events that need to be switched into any one of the four video channels. They can range from an ARCAN initiative broadcasting live Arkansas legislative feeds on the World channel, to pledge and current affairs shows airing live on the main PBS National channel.

AR-PBS will be expanding its production capabilities to support live sports events, concerts, town hall forums and political debates during local elections. It is important that the Contractor have the abilities to input these types of live feeds to its facilities for insertion on the required channel, as well as provide manual intervention to insert underwriting breaks, branding and graphics as needed to support AR-PBS locally produced programming.

AR-PBS locally produced content will either be delivered via Dejero bonded cellular IP technology (if it is being produced in the field) or originated from the main studios in Conway, Arkansas. It is envisaged that AR-PBS could soon be producing simultaneous live sports events that will need to be inserted on multiple broadcast channels. AR-PBS field production will be delivered in 1080i 60f with main program stereo audio delivered on AES pair 1 (Channels 1 & 2) and migrate to 1080p 60f sometime in the future.

AR-PBS studio produced programming will initially be delivered in 720p 60f but will be transitioning to 1080i 60f in 2020. It will have stereo program audio on AES pair 1 (Channels 1 & 2) but will be upgrading to 5.1 audio in 2020 as part of the 1080i transition.

In the 2020 – 2021 fiscal year, AR-PBS will be upgrading its studio production to 1080p 60f with 5.1 surround audio in preparation for broadcasting in ATSC 3.0 standards. AR-PBS field production will remain in 1080i 60f with stereo program audio and will need to be up converted for ATSC 3.0 broadcast.

- A. The Contractor **shall** provide the ability to receive live field events via Dejero and **shall** provide two (2) dedicated SDI video inputs for Dejero channels with frame synchronization on each master control Channel.
- B. The Contractor **shall** provide the ability to take live studio events to air and **shall** provide two dedicated SDI video inputs for AR-PBS Control Rooms A & C on each master control Channel.
- C. The Contractor **shall** provide a local terminal for each of the four (4) master control Channels to allow full manual control of the automation log and server playout during locally originated events, including playlist manipulation, manual break insertion, and video server playout control.
- D. The Contractor **shall** provide a local control panel or graphical user interface (GUI) that allows full manual override and control of the master control switcher functions during live events.
- E. The Contractor **shall** allow AR-PBS to control input switching, all keys, bug insertion, graphics, and effects available on the switcher as well as audio level and mix capabilities.
- F. The Contractor **shall** support the conversion of all ATSC 1.0 SDI legacy video input formats during the transition to ATSC 3.0 1080p 60f SDI video production formats.

## 2.10 PROGRAM DELIVERY

AR-PBS post produced programs, underwriting, and promotional spots are created and stored as files, typically in Material Exchange Format (MXF)–OP1A format for video server playout. Currently these are MPEG2 ,720p 60f, 32MB/s videos with embedded stereo program audio on AES audio pair 1, with CEA-

608/708 closed captioning. In 2020 AR-PBS files will transition to MPEG2, 1080i 60f, 50MB/s videos with embedded 5.1 surround program audio, and CEA-608/708 closed captioning.

As AR-PBS approaches the ATSC 3.0 transition, it will migrate to producing programs in MPEG4 1080p 60f coded into either H264 or 265 formats with 5.1 surround audio and IMSC-1 standard captioning. AR-PBS anticipates these post produced video files will be delivered direct to the Contractor via a custom file transfer process.

- A. The Contractor **shall** be responsible for attaching its server storage devices to the AR-PBS network and creating an autonomous workflow to ingest program files for the local AR-PBS Six Service node as well as production watch folders.
- B. The Contractor **shall** be responsible for creating an autonomous workflow to archive material from the AR-PBS LTO library storage system.
- C. The Contractor **shall** supply a playout server compatible with the following ATSC 1.0 HD and SD file formats:
  1. File format: MXF–OP1A
  2. Compression: MPEG2 4:2:2
  3. Codec: XDCAM50
  4. Resolution: 720p, 1080i, 480i
  5. Frame Rate: 60
  6. Bit rate MB/s: 50 for HD lower the 30 for SD formats
  7. Audio format support: Pulse-Code Modulation (PCM) 48khz sample rate with the following configuration:
    - a. Three (3) AES stereo pairs, Main Stereo 2.0, SAP1, and SAP2
    - b. Five (5) AES stereo pairs, L/R, C/Sub, LR/RR, SAP1, and SAP2
    - c. Dolby plus two (2) AES stereo pairs, Dolby AC3 5.1, SAP1, SAP2
  8. Captioning: 608/708
- D. The Contractor **shall** provide ATSC 1.0 Master Control outputs with 75ohm coax BNC SDI connections.
- E. The Contractor **shall** supply a playout server with the following video formats required for JMC ATSC 3.0 HD file compatibility:
  1. File format: MXF, BXF
  2. Compression: MPEG4 4:2:2 or higher
  3. Resolution: 1080p with 2160p upgrade capability
  4. Frame Rate: 60f broadcast, 30f web streaming
  5. Bit rate MB/s: 50 or lower
  6. Audio format support: PCM 48khz sample rate with the following configuration:
    - a. Three AES stereo pairs, Main Stereo 2.0, SAP1, and SAP2
    - b. Five AES stereo pairs, L/R, C/Sub, LR/RR, SAP1, and SAP2
    - c. Dolby plus two AES stereo pairs, Dolby AC3/4 5.1, SAP1, SAP2

## 7. Captioning: A343-IMSC1

- F. The Contractor **shall** provide all necessary file transcoding or format conversion systems to convert raw video files into the appropriate formats for ingest and playout on their baster control systems.
- G. The Contractor **shall** provide ATSC 3.0 Master Control outputs in either 75ohm coax BNC SDI or SMPTE 2110 IP and an ATSC 3.0 formatted H265 stream to feed the transmission network.

## 2.11 FULLY TRAFFICKED PBS NATIONAL AND CREATE CHANNEL OPERATIONS

AR-PBS broadcasts the PBS National feed on its HD 0.1 subchannel across the State. AR-PBS intends to fully traffic this channel with underwriting as well as promotion and marketing insertion into the PBS created avails.

AR-PBS broadcasts the PBS Create feed on its SD 0.2 subchannel across the State. Currently AR-PBS day parts the programming on this channel with most of the day being the direct Create feed with local break insertion, while the overnight hours are dedicated to the second run of programming previously aired on the PBS National channel. AR-PBS intends to fully traffic this channel with underwriting as well as promotion and marketing insertion into the PBS created avails

The PBS National channel is the primary service for EAS delivery across the State and is used by many local television and radio services as their first line of monitoring in accordance with the Arkansas Emergency Broadcast plan coordinated by the Arkansas Broadcasters Association and regulated by the FCC. The Create channel is the AR-PBS backup service for EAS delivery across the State. EAS is therefore a critical role that must be supported without compromise on a twenty-four (24) hour a day, immediate response basis.

The AR-PBS PBS National and Create feeds are also the primary channels for delivery of both post and live produced local programming. The PBS National and Create feeds are the primary source for pledge and public fundraising events delivered as either AR-PBS local live produced or PBS featured programming that require enhanced graphics support for the branding of call-in phone numbers and AR-PBS localization.

Currently the PBS National feed is broadcast in 720p 60f, MPEG2 4:2:2, with a variable bit rate between 8-12MB/s, with a Dolby AC3 2.0 encoded stereo main program audio channel, stereo Descriptive Audio on SAP-1, stereo Alternate Language Audio on SAP-2 with CEA-708 closed captioning, and 608 backwards compatibility. It is planned that during 2020, AR-PBS would like to be able to deliver its PBS National and Create feeds with Dolby AC3 5.1 surround main program audio.

Currently the Create feed is broadcast in 480i 60f, 16:9 aspect, MPEG2 4:2:2, with a variable bit rate between 1.5 - 4.0MB/s with a Dolby AC3 2.0 encoded stereo main program audio channel, stereo Descriptive Audio on SAP-1, stereo Alternate Language Audio on SAP-2, with CEA-708 closed captioning, and 608 backwards compatibility.

AR-PBS is preparing for ATSC 3.0 implementation in the Little Rock market during the 2020–2021 fiscal year (which commenced July 1, 2020) and must be able to simulcast PBS National in both ATSC 1.0 and 3.0 formats.

With the implementation of live linear streaming for the PBS National feed in 2020, AR-PBS would like to provide split programming between its broadcast and web delivery platforms. It is expected, for the most part, that the live linear PBS National feed will be a direct simulcast of the broadcast feed and only split to deliver alternate programming for special events such as live sports. AR-PBS would like the option to provide a split feed for the Create channels in the future; however, it won't be required initially.

- A. The Contractor **shall** provide skilled staff to meet the operational management needs of the AR-PBS PBS National and Create feeds.
- B. The PBS National and Create feeds **must** be treated as “fully trafficked” channels and resourced appropriately to provide a high level of localization and customization of the automated playlists with the ability to make changes as required and take control manually as needed.

- C. The Contractor **shall** provide the technical capabilities to insert local post produced and live programming into the PBS National and Create feeds.
- D. The Contractor's master control system **must** have the ability to ingest locally originated pre produced file-based programming as well as support AR-PBS live locally controlled productions and pledge events.
- E. The Contractor **shall** have the automation and master control technical capability to provide split PBS National feed to both broadcast and web-based platforms for special events so alternative programming can be originated on each.
  - 1. The Contractor **shall** have the expansion capacity to add a split feed for Create in the future.
- F. The Contractor **shall** provide one (1) key layer dedicated to EAS banners and text crawls to be triggered by the EAS encoder on both the PBS National and Create channels.
- G. The Contractor **shall** provide a DVE for push back of the 16:9 picture image so it is not obscured during the activation of EAS crawls. The DVE **must** be able to be externally triggered by the EAS encoder on both the PBS National and Create channels.
- H. The Contractor **shall** have an EAS audio input that can be used to duck but not completely mute program audio during an EAS activation. The audio control **must** be triggered from the EAS encoder on both the PBS National and Create channels.
- I. The Contractor **shall** provide a key layer for bug or logo insertion as well as the capacity for clip or still graphics storage for a minimum of fifty (50) events.
  - 1. The key layer **must** have control over the opacity with the ability to load and play the appropriate bug via automation or manually from a local control panel.
  - 2. This functionality **must** be provided on both the PBS National and Create channels.
- J. The Contractor **shall** provide the ability to manually create and insert a keyed text crawl on both the PBS National and Create channels.
- K. The Contractor **shall** provide two (2) key layers for enhanced graphics to be used during EAS alerts to display html pages for weather radar, maps, or public safety graphics on both the PBS National and Create channels.
  - 1. The EAS graphics **must** be designed and stored as automated macros to be triggered from the EAS encoder.
  - 2. These key layers **must** also be used for enhanced graphics during pledge to display lower 1/3 branding and promotional banners.
  - 3. The key graphics **must** be stored as clips or stills triggered manually or via automation cues.
- L. The Contractor **shall** provide the technical equipment and facilities to take full manual or automated assist control during locally originated events on both the PBS National and Create channels. Local control facilities **must** include.
  - 1. Program, preview, and input video source monitoring.
  - 2. Program and preview audio monitoring with 5.1 level metering.
  - 3. A local playlist terminal that allows for full manual manipulation and control of the automation log.
  - 4. A local control panel or GUI to the master control switcher that allows full manual control of all switching, features and effects, keys, still, and clip playback.
- M. The Contractor **shall** maintain any form of video compression used for video storage or transport within the JMC at a bit rate four (4) times higher than the AR-PBS broadcast encoder to eliminate any

forms of artifacts from being generated as part of the final ATSC 1.0 ASI transport encoding process on both the PBS National and Create channels.

- N. The Contractor **shall** be required to provide a PBS National and Create IP stream in an ATSC 3.0 H265, 1080p 60f, MPEG4 4:2:2, format at 3.5 – 4.0MB/s with a Dolby AC3/4 5.1 surround main channel audio, stereo Descriptive Audio on SAP-1, stereo Alternate Language Audio on SAP-2 with A/343 – IMSC-1 captioning for direct delivery to the AR-PBS broadcast contribution gateway router.
- O. The Contractor **shall** provide AR-PBS a minimum of two (2) PBS National master control outputs in 1080p 60f HD-SDI, and two down converted to 720p or 1080i HD-SDI for the proxy ATSC 1.0 video delivery.
- P. The Contractor **shall** provide AR-PBS a minimum of two (2) Create master control outputs in 1080p 60f HD-SDI, and two down converted to 480i SD-SDI for the proxy ATSC 1.0 video delivery.

## 2.12 PASSTHROUGH KIDS 24/7 AND WORLD CHANNEL OPERATIONS

AR-PBS broadcasts the PBS KIDS 24/7 feed on its SD 0.3 subchannel across the State. Currently AR-PBS operates the KIDS 24/7 channel as a direct passthrough from PBS with only a bug for AR-PBS branding and no local insertion. AR-PBS broadcasts the World feed on its SD 0.4 subchannel. Currently AR-PBS operates the World channel as a direct passthrough from PBS with only a bug for AR-PBS branding and inserts local broadcasts produced by Arkansas Citizens Access network (ARCAN) such as local legislative sessions.

The KIDS 24/7 and World channels will be expected to carry the same EAS messaging and function the same as the PBS National and Create video feeds.

It is not likely that the KIDS 24/7 or World channels will ever be used for live pledge, however AR-PBS will be inserting pre produced and live children's programming into KIDS 24/7 once it has the technical capabilities to do so.

Currently the KIDS 24/7 and World feeds are both broadcast in 480i 60f, 16:9 aspect, MPEG2 4:2:2, with a variable bit rate between 1.5-4.0MB/s with a Dolby AC3 2.0 encoded stereo main program audio channel, stereo Descriptive Audio on SAP-1, stereo Alternate Language Audio on SAP-2, with CEA-708 closed captioning, and 608 backwards compatibility. It is planned that by December 2020 AR-PBS would like to be able to deliver its KIDS 24/7 and World feeds with Dolby AC3 5.1 surround main program audio.

The implementation of live linear streaming for the KIDS 24/7 and World feeds will take place at the same time as the PBS National stream is established in 2020. It is not likely that AR-PBS will be requiring split programming for these two (2) channels.

- A. The Contractor **shall** provide skilled staff to meet the operational management of the AR-PBS KIDS 24/7 and World feeds when outsourced.
  - 1. Both KIDS 24/7 and World **must** be treated as "passthrough" channels, which are run completely automated and unattended with minimal intervention.
- B. The Contractor **shall** provide the technical capabilities to insert local promotional spots, underwriting sponsorship, and station legal identification in place of the network breaks at the top and bottom of the hour for KIDS 24/7 and World channels.
  - 1. The Contractor's master control system **must** have the ability to ingest locally originated pre produced file-based promotional and underwriting spots for both channels.
- C. The Contractor **shall** provide the traffic, automation, and master control technical expansion capability to upgrade to a "fully trafficked" KIDS 24/7 or World operation with local program insertion and control as well as provide split feeds to both broadcast and web-based platforms in the future.
- D. The Contractor **shall** provide one (1) key layer dedicated to EAS banners and text crawls to be triggered by the EAS encoder on both the KIDS 24/7 and World channels.

- E. The Contractor **shall** provide a DVE for push back of the 16:9 picture image so it is not obscured during the activation of EAS crawls.
  - 1. The DVE **must** be able to be externally triggered by the EAS encoder on both the KIDS 24/7 and World channels.
- F. The Contractor **shall** have an EAS audio input that can be used to duck but not completely mute program audio during an EAS activation.
  - 1. The audio control **must** be triggered from the EAS encoder on both the KIDS 24/7 and World channels.
- G. The Contractor **shall** provide a key layer for bug or logo insertion as well as the capacity for clip or still graphics storage for a minimum of fifty (50) events on both the KIDS 24/7 and World channels.
  - 1. The key layer **must** have control over the opacity with the ability to load and play the appropriate bug via automation or manually from a local control panel.
- H. The Contractor **shall** provide the ability to manually create and insert a keyed text crawl on both the KIDS 24/7 and World channels.
- I. The Contractor **shall** provide two (2) key layers for enhanced graphics to be used during EAS alerts to display html pages for weather radar, maps, or public safety graphics on both the KIDS 24/7 and World channels.
  - 1. The EAS graphics **must** be designed and stored as an automated macro to be triggered from the EAS encoder.
- J. The Contractor **shall** initially provide the technical facilities for fully automated “passthrough” operation. The system **must** have the capabilities to be upgraded for “fully trafficked” operation to be able to take full manual or automated assist control of this channel during locally originated events. Local control facilities **must** include.
  - 1. Program, preview, and input video source monitoring.
  - 2. Program and preview audio monitoring with 5.1 level metering.
  - 3. A local playlist terminal that allows for full manual manipulation and control of the automation log.
  - 4. A local control panel or GUI to the master control switcher that allows full manual control of all switching, features and effects, keys, still, and clip playback.
- K. The Contractor **shall** maintain all forms of video compression used for video storage or transport within the JMC at a bit rate four (4) times higher than the AR-PBS broadcast encoder to eliminate any forms of artifacts from being generated as part of the final ATSC 1.0 ASI transport encoding process on both the KIDS24 and World channels.
- L. The Contractor **shall** provide a KIDS 24/7 and World stream in an ATSC 3.0 H265, 1080p 60f, MPEG4 4:2:2, format at 3.5 – 4.0MB/s with a Dolby AC3/4 5.1 surround main channel audio, stereo Descriptive Audio on SAP-1, stereo Alternate Language Audio on SAP-2, with A/343 – IMSC-1 captioning for direct delivery to the AR-PBS broadcast contribution gateway router.
- M. The Contractor **shall** provide AR-PBS a minimum of two (2) KIDS 24/7 and World master control outputs in 1080p 60f HD-SDI and two (2) down converted to 480i SD-SDI outputs for each channel for proxy ATSC 1.0 video delivery.

### 2.13 JMC REMOTE MONITORING REQUIREMENTS

When AR-PBS transitions to the Contractor for full outsourced master control operation, the Contractor will assume responsibility for the monitoring of the quality and reliability of the broadcast channels from origination at the AR-PBS studio in Conway, Arkansas, as well as its encoding and distribution across the broadcast network. Once master control is outsourced, AR-PBS will no longer have staff available for

twenty-four (24) hour, seven (7) day per week monitoring of its broadcast program origination and transmission and will relinquish this responsibility to the Contractor. AR-PBS will maintain remote control monitoring of the transmission facilities by utilizing the Burk ARC Plus site management platform that it currently has deployed throughout its network and have technical staff available during Working Hours as well as available on-call after Working Hours to respond to service outages.

- A. The Contractor **shall** have the necessary staff available twenty-four (24) hours, seven (7) days per week to respond to program delivery and/or origination outages.
- B. The Contractor **shall** monitor the program origination at the master control source as well as Off Air via a signal demodulated from KETS, the main transmission facility that services the Little Rock market.
- C. The Contractor **shall** monitor for channel outages along with degradation in video quality, main program, descriptive and alternate language audio, and closed captioning on all four (4) Channels.
- D. The Contractor **shall** initiate and coordinate restoration efforts and **shall** collaborate with AR-PBS staff to diagnose and correct service issues as efficiently as possible.
- E. The Contractor's monitoring system **must** interface with the AR-PBS Burk ARC Plus for alarm notification.
- F. The Contractor **shall** provide an alert for the following video fault conditions on all Channels:
  - 1. Loss of video
  - 2. Frozen Video
  - 3. Sitting in black for an extended duration
  - 4. Incorrect video format and aspect ratio
  - 5. Pixilation or loss of video quality
  - 6. Loss of closed captioning
- G. The Contractor **shall** provide an alert for the following audio fault conditions on all Channels:
  - 1. Loss of audio on main program, SAP1, and SAP2
  - 2. Dolby AC3 up-mix or encoding errors
  - 3. Stereo compatibility and phasing errors
- H. The Contractor **shall** provide alarms to the Burk Arc Plus that allow AR-PBS staff the ability to discriminate the following:
  - 1. If the failure is out of the MCR system or in the transmission path.
  - 2. Which of the channels is having the issue.
  - 3. Whether fault type is video or audio.
- I. The Contractor **shall** maintain a complete log of the alarm and fault history, the time the event occurred, a description of the failure event, the restoration and recovery efforts along with timing, people involved in support, and the restoration efforts.
- J. The Contractor **shall** report to AR-PBS on the root cause of failures, restoration, and remediation efforts.
- K. The Contractor **shall** use the monitoring and fault recording to constantly correct and improve the reliability of the AR-PBS service.

- L. The Contractor **shall** provide a node located at AR-PBS for alarm and quality control monitoring that is inclusive of all equipment and display devices.
- M. The Contractor **shall** provide monitor splits and extensions to reach additional client displays in the AR-PBS Network Operations Center (NOC).

#### 2.14 JMC REDUNDANCY AND RELIABILITY REQUIREMENTS

With the potential for master control to be outsourced to a JMC and no longer under AR-PBS control, it is expected that the service provided should not compromise on the reliability that our viewers expect. As part of this RFP, AR-PBS is seeking to evaluate the reliability of Prospective Contractors as well as assess their ability to plan for disaster recovery in the event of a catastrophic program delivery or JMC failure.

AR-PBS intends to maintain its own PBS satellite or streaming delivery systems along with a PBS Six Service node at its studios in Conway. This will provide AR-PBS with the ability to switch over to direct PBS delivered feeds for PBS National, Create, KIDS 24/7, and World if any one or all the JMC feeds are lost. This would be the AR-PBS local disaster recovery plan to maintain service to its viewers in the case of a prolonged catastrophic JMC outage.

- A. The Contractor **shall** provide a master control system with an availability uptime of 99.99% or better. This equates to a downtime of no more than 52.60 minutes per year, 4.38 minutes month, 1.01 minutes per week and 8.64 seconds per day.
- B. The Contractor **shall** deploy redundant master control and program delivery equipment, autonomous systems that initiate backups or fail overs automatically, and redundant program paths to achieve the expected reliability.
- C. The Contractor **shall** provide a minimum N+1 level of redundancy for all the equipment required to complete and operate a master control channel.
  - 1. In the event of a hardware failure on one channel, the Contractor **shall** be able to transfer the operation of any of the four (4) AR-PBS Channels over to the backup path with minimal down time.
- D. The Contractor **shall** provide a video playout system that **must** have fully mirrored redundancy for both the storage, control system, and media input/output (I/O) ports.
  - 1. Each level of storage **must** have a minimum RAID5 configuration of internal drive redundancy.
  - 2. The video server **must** operate in parallel and have autonomous fail over capabilities.
- E. The Contractor **shall** provide an automation system that **must** have redundancy on the vital hardware and applications required to sustain operations.
  - 1. The system **must** include a backup parallel processor to run the automation lists with autonomous fail over, two (2) mirrored preparation ingest or dub stations, and redundant archive and data base management controllers for the MAM.
- F. The Contractor **shall** provide a level of bypass switching so that the PBS direct feed for any of the four (4) Channels can be routed direct to air in the event of a catastrophic master control system outage

#### 2.15 DELIVERY AND INSTALLATION

- A. AR-PBS reserves the right to inspect all delivered components upon arrival at AR-PBS facilities.
  - 1. AR-PBS will not accept any used or refurbished components or any components of the master control system having damage upon arrival at AR-PBS facilities.
  - 2. Should AR-PBS or any of the Contractor's representatives determine any component of the master control system is used, refurbished, damaged, or missing from the delivery upon arrival at

AR-PBS facilities, the Contractor **shall** replace the component to AR-PBS at the Contractor's sole expense using express overnight delivery.

- B. The Contractor **shall** conduct the delivery and installation processes and procedures of the master control system in accordance with all State and Federal laws, best practices, and industry standards.
- C. The Contractor **shall** provide safeguards and take all precautions necessary to prevent damage to AR-PBS's property (real and personal) during the delivery and installation of the master control system.
- D. Should damage occur to AR-PBS's personal or real property during the delivery and installation of the master control system, the Contractor **shall** replace the damaged real or personal property at the Contractor's sole expense.
- E. The 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 master control system.
- F. As determined necessary by AR-PBS, the Contractor and any subcontractors utilized **shall** adhere to AR-PBS security requests which may include but are not limited to having an AR-PBS escort while on the AR-PBS premises and wearing an AR-PBS supplied Contractor identification badge while inside the AR-PBS facility.

## 2.16 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. *Table A: 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.

**TABLE A: PERFORMANCE STANDARDS**

Criteria	Standard	Damages
Implementation	Completes all implementation activities by the Go-Live Date.	<p>\$100 for each calendar day beyond the Go-Live Date whereby the Contractor fails to complete all implementation activities.</p> <p>Contractor will credit damages applied to the first submitted monthly invoice.</p>
Monitoring	Maintains necessary staff twenty-four (24) hours, seven (7) days per week to respond to program delivery and/or origination outages.	<p>\$100 for each instance whereby the Contractor fails to provide necessary staff as specified.</p>
Uptime	Provides a master control system with an availability uptime of 99.99% or better.	<p>1% of the total monthly invoice for each instance whereby the Contractor's master control system falls below the Requirements as specified.</p>

## 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 Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed evaluation committee (hereinafter referred to as “Evaluators”) will evaluate and score qualifying responses. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Evaluators 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, Evaluators will meet to discuss their individual ratings. At this consensus scoring meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the individual Evaluators 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 subsections.

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

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications and Experience	20	30	210
E.2 Innovation Experience	5	15	105
E.3 Implementation	25	10	70
E.4 Master Control System	20	15	105
E.5 Additional Support Service	15	5	35
E.6 Disaster Recovery and Quality Control	15	5	35
E.7 Value-Add Capabilities and Services	5	20	140
<b>Total Technical Score</b>	<b>105</b>	<b>100%</b>	<b>700</b>

\*Subsection's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the subsection.

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

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

A = Actual raw points received for subsection in evaluation  
 B = Maximum raw points possible for subsection  
 C = Maximum weighted score possible for subsection  
 D = Weighted score received for subsection

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

F. Technical Proposals receiving the top three (3) highest scores will move forward with the solicitation process. The pricing for proposals that do not move forward will not be scored.

**3.2 OPTIONAL INTERVIEW**

A. As determined necessary by AR-PBS, Prospective Contractors with the top (three) highest scores after initial evaluation may be contacted to attend a mandatory interview with Evaluators to demonstrate their expertise in providing master control services.

1. Due to current COVID-19 concerns, these interviews will be conducted via Zoom.
2. Should interviews be requested by AR-PBS, instructions for attendance, predetermined interview questions, and the outline for the interview will be provided to the Prospective Contractors moving forward with the solicitation process.
3. Additional questions may be asked but will not be specifically scored.
4. Prospective Contractors **shall** attend the requested interview as scheduled to be considered for award.

- B. Should interviews be conducted, Evaluators will have the opportunity to discuss each interview and revise their original individual scores based on Prospective Contractors’ interview responses.
  - 1. The Evaluators’ final individual scores will be averaged to determine the final Total Technical Score for each interviewed proposal.
  - 2. The buyer will document both pre- and post- interview scoring.

**3.3 COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest Estimated One-Year Grand Total as shown on Table A of 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

**3.4 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*.)

	<b>Maximum Points Possible</b>
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**3.5 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 PBS  
350 South Donaghey  
Conway, AR 72032
- 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 thirty (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.

#### 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 resulting contract 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 shall have 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 is 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. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *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.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.