



# State of Arkansas Bureau of Legislative Research

Marty Garrity, Director

Kevin Anderson, Assistant Director  
for Fiscal Services

Matthew Miller, Assistant Director  
for Legal Services

Jessica Whittaker, Assistant Director  
for Research Services

Eric Sanders, Assistant Director  
for Information Technology Services

## REQUEST FOR PROPOSAL

|  |  |
|--|--|
| RFP Number: BLR-240001                             |  |
| Commodity: <b>Audio-Visual System and Services</b> | Proposal Opening Date: <b>March 26, 2024</b> |
| Date: <b>February 20, 2024</b>                     | Proposal Opening Time: <b>4:00 P.M. CST</b>  |

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-240001. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

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

|                  |   |  |
|------------------|---|--|
| MAILING ADDRESS: | 500 Woodlane Street<br>State Capitol Building,<br>Room 315<br>Little Rock, Arkansas 72201 | PROPOSAL OPENING LOCATION:<br>Bureau of Legislative Research Director's Office<br>State Capitol Building, Room 315 |
| E-MAIL:          | thayerj@blr.arkansas.gov  |  |
| TELEPHONE:       | (501) 683-0720  |  |

Company Name:

Name (type or print):

Title:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

Identification:

Federal Employer ID Number

Social Security Number

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

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

|                      |                                  |
|----------------------|----------------------------------|
| GENERAL DESCRIPTION: | Audio-Visual System and Services |
| TYPE OF CONTRACT:    | Term                             |

**MINORITY BUSINESS POLICY**

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

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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

**EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code § 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. 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.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

## **RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES**

Pursuant to Arkansas Code § 25-1-1101, *et seq.*, 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 energy, fossil fuel, firearms, or ammunition industries. The prohibition does not apply to a company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott of energy, fossil fuel, firearms, or ammunition industries.

## **DISCLOSURE FORMS**

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

## **SECTION I. GENERAL INFORMATION**

### **1.0 INTRODUCTION**

The purpose of this Request for Proposals ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide Audio-Visual System and Services for the Bureau of Legislative Research ("BLR") in the lobby and Committee Room A and Committee Room B of the Multi-Agency Complex Building, Fifth Floor, One Capitol Mall, Little Rock, Arkansas (collectively referred to herein as the "Fifth Floor MAC").

The BLR intends to execute one (1) contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the General Assembly and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals. The Vendor Selection Process for this procurement shall be conducted by the Executive Subcommittee of the Legislative Council (the "Subcommittee"), with ultimate contract approval by the Legislative Council.

### **1.1 ISSUING AGENCY**

This RFP is issued by the BLR. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the BLR's Chief Legal Counsel, Jillian Thayer, [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions regarding technical information or clarification should be addressed in the same manner.

### **1.2 SCHEDULE OF EVENTS**

- |   |                                  |
|---|----------------------------------|
| • Release RFP   | February 20, 2024                |
| • Optional Site Visit                                       | February 29, 2024                |
| • Deadline for submission of questions                      | March 12, 2024                   |
| • Closing for receipt of proposals and opening of proposals | March 26, 2024 at 4:00 p.m. CST  |
| • Evaluation of proposals by BLR                            | March 27, 2024 to April 12, 2024 |
| • Proposals released to Subcommittee                        | April 15, 2024                   |

- |   |   |
|---|---|
| • Selection of Vendors to make Oral Presentations   | To Be Announced by Subcommittee                               |
| • Oral Presentations/Intent to Award  | To Be Announced by Subcommittee                               |
| • Approval of draft contract by the Policy-Making Subcommittee of the Legislative Council | ALC Meeting Week following the 2024 Fiscal Session (date TBA) |
| • Approval of final contract by the Legislative Council                                   | ALC Meeting Week following the 2024 Fiscal Session (date TBA) |
| • Contract Execution and Start Date   | Upon approval of the Legislative Council                      |

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

### 1.3 **CAUTION TO VENDORS**

- Vendors shall not contact members of the Subcommittee or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Subcommittee.***
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
  - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
  - b. Fifteen (15) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 15 copies of the original proposal.); and
  - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov) .
- Failure to submit the required number of copies with the proposal may be cause for rejection.
- The February 29 site visit will be the only opportunity for Vendors to visit the site.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.

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

#### **1.4 RFP FORMAT**

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

#### **1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS**

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

#### **1.6 REQUIREMENT OF AMENDMENT**

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

#### **1.7 RFP QUESTIONS**

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer **via email only** at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

#### **1.8 PRICES/COST**

An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) as pricing information. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

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

#### **1.9 PROPRIETARY INFORMATION**

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Subcommittee, shall be open to public inspection pursuant to the Freedom of Information Act of 1967, Arkansas Code § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Subcommittee members.***

#### **1.10 DELIVERY OF RESPONSE DOCUMENTS**

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

#### **1.11 BID EVALUATION**

The Subcommittee will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Subcommittee.

#### **1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

The Subcommittee will select a small group of Vendors from among the proposals submitted to attend a meeting of the Subcommittee to answer questions and to make oral and written presentations to the Subcommittee. The date of this meeting will be announced by the Subcommittee at least one (1) week prior. All presentations are subject to be recorded.

The Successful Vendor selected by the Subcommittee shall also attend the meeting of the Policy Making Subcommittee of the Legislative Council and the meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract. The dates of both of these meetings will be announced upon conclusion of the 2024 Fiscal Session.

#### **1.13 INTENT TO AWARD**

After complete evaluation of the proposal, the intent to award will be announced at the meeting of the Subcommittee at which select Vendors' oral presentations are given (See Section 1.12). The date of this meeting will be announced by the Subcommittee at least one (1) week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Subcommittee reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

#### **1.14 APPEALS**

A Vendor who is aggrieved in connection with the award of a contract may protest to the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor, the Legislative Council, or the Joint Budget Committee if the

Arkansas General Assembly is in session, shall promptly meet to discuss and issue a decision in writing that states the reasons for the action taken. The Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

#### **1.15 PAST PERFORMANCE**

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

#### **1.16 TYPE OF CONTRACT**

This will be a term contract commencing on the date of approval by the Legislative Council, and terminating on June 30, 2027, with an option for renewal of one (1) year terms thereafter. The Subcommittee and the BLR will have the option to renegotiate at the time of renewal.

#### **1.17 PAYMENT AND INVOICE PROVISIONS**

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to [blaccounts payable@blr.arkansas.gov](mailto:blaccounts payable@blr.arkansas.gov).

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

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

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

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

#### **1.18 PRIME CONTRACTOR RESPONSIBILITY**

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

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

#### **1.19 DELEGATION AND/OR ASSIGNMENT**

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

#### **1.20 CONDITIONS OF CONTRACT**

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

#### **1.21 STATEMENT OF LIABILITY**

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

The Successful Vendor shall indemnify and hold harmless the Arkansas General Assembly and its members and committees, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, or any members or committees thereof, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

#### **1.22 AWARD RESPONSIBILITY**

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

#### **1.23 INDEPENDENT PRICE DETERMINATION**

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

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

#### **1.24 PUBLICITY**

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

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



### **1.25 CONFIDENTIALITY**

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

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

### **1.26 PROPOSAL TENURE**

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

### **1.27 WARRANTIES**

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

### **1.28 CONTRACT TERMINATION**

Subsequent to award and execution of the Contract, the Subcommittee and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Subcommittee.

### **1.29 VENDOR QUALIFICATIONS**

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

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

- Be capable of providing the services required by the Subcommittee;
- Provide documentation that it is authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

### **1.30 NEGOTIATIONS**

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

### **1.31 LICENSES AND PERMITS**

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

### **1.32 OWNERSHIP OF DATA & MATERIALS**

All data, material, and documentation prepared for the Subcommittee, pursuant to the Contract, shall belong exclusively to the BLR, for the use of the committees of the Arkansas General Assembly, as authorized by the Subcommittee.

### **1.33 OPTIONAL SITE VISIT**

The Vendor or a representative of the Vendor may attend and participate in a site visit for the Facility, as specified in this RFP. The Vendor shall have no more than one (1) representative present at the Facility to participate in the site visit.

It is strongly encouraged that the Vendor's representative drive to the Facility prior to the site visit to determine where to park and how to enter the Facility, as parking may be limited. The Vendor's representative shall meet near the security guard station in the main Lobby area of the Facility.

***NOTICE: Construction is currently taking place between the State Capitol Building and the Facility causing the sidewalk and driveway between the Capitol and Big Mac to be fenced off and inaccessible. The entrance to the 5th Floor of the Big Mac building will remain open from the North side of the Capitol. To access the Big Mac building, persons will need to either: 1) access the 5th floor entrance from the North, or 2) Enter the 4th floor entrance of the Big Mac building to access the bank of elevators to the 5th Floor where there will be additional security.***

If the Vendor's representative arrives after the scheduled start time at the Facility, the Vendor's representative shall not be permitted to participate in the site visit, but may attend during any remaining site visit time slots. Upon arrival at the site visit location, the Vendor's representative shall sign the sign-in sheet provided by BLR.

There will be two (2) time slots available for a site visit. A Vendor's representative may attend and participate in one (1) site visit, but may not attend both. The optional site visits will be held at the following location, date, and time(s):

Bureau of Legislative Research  
Fifth Floor, One Capitol Mall  
Little Rock, AR 72201

Date: Thursday, February 29, 2024  
Available Time Slots: 9:30 a.m. CST; 2:30 p.m. CST

Vendor shall notify BLR of the site visit time that its representative will attend by emailing Jillian Thayer at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov).

The Vendor's representative present for the site visit will be given the opportunity to ask questions during the site visit. Although answers will be provided as a courtesy to all in attendance, no oral responses provided by BLR personnel to any question posed at the site visit will become part of a contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this RFP.

## **SECTION 2. OVERVIEW**

### **2.0 AUDIO-VISUAL SYSTEM AND SERVICES NEEDS OVERVIEW**

The Subcommittee is issuing this Request for Proposals with the clear intent to obtain proposals from Vendors regarding installation, maintenance, and support services related to an audio-visual system for use by the members of the General Assembly, the Bureau of Legislative Research and the public in the facilities located on the Fifth Floor of the Multi-Agency Complex Building, One Capitol Mall, Little Rock Arkansas (the "Facility"). The Facility includes legislative committee rooms, conference rooms, and a public lobby adjacent to those meeting rooms.

Currently, the Facility has a full analog broadcast solution that is limited on expandability and connectivity.

### **2.1 OBJECTIVES**

It is the objective of the BLR, by entering into a Contract for Audio-Visual System and Services, to provide to the members of the Arkansas Legislative Council a professional-grade broadcast and seamless in-room production experience for all legislative committee meetings held in the Facility, including without limitation the following:

BLR believes an NDI-based solution is the best option, based on a VizRT Tricaster solution as the backbone of the production with 4K remote cameras. This solution will offer a seamless production with both in-house members and remote video conference participants for the committee meetings. Rooms A and B shall be broadcast to the internet and distributed throughout the 5<sup>th</sup> and 4<sup>th</sup> Floor of the MAC building.

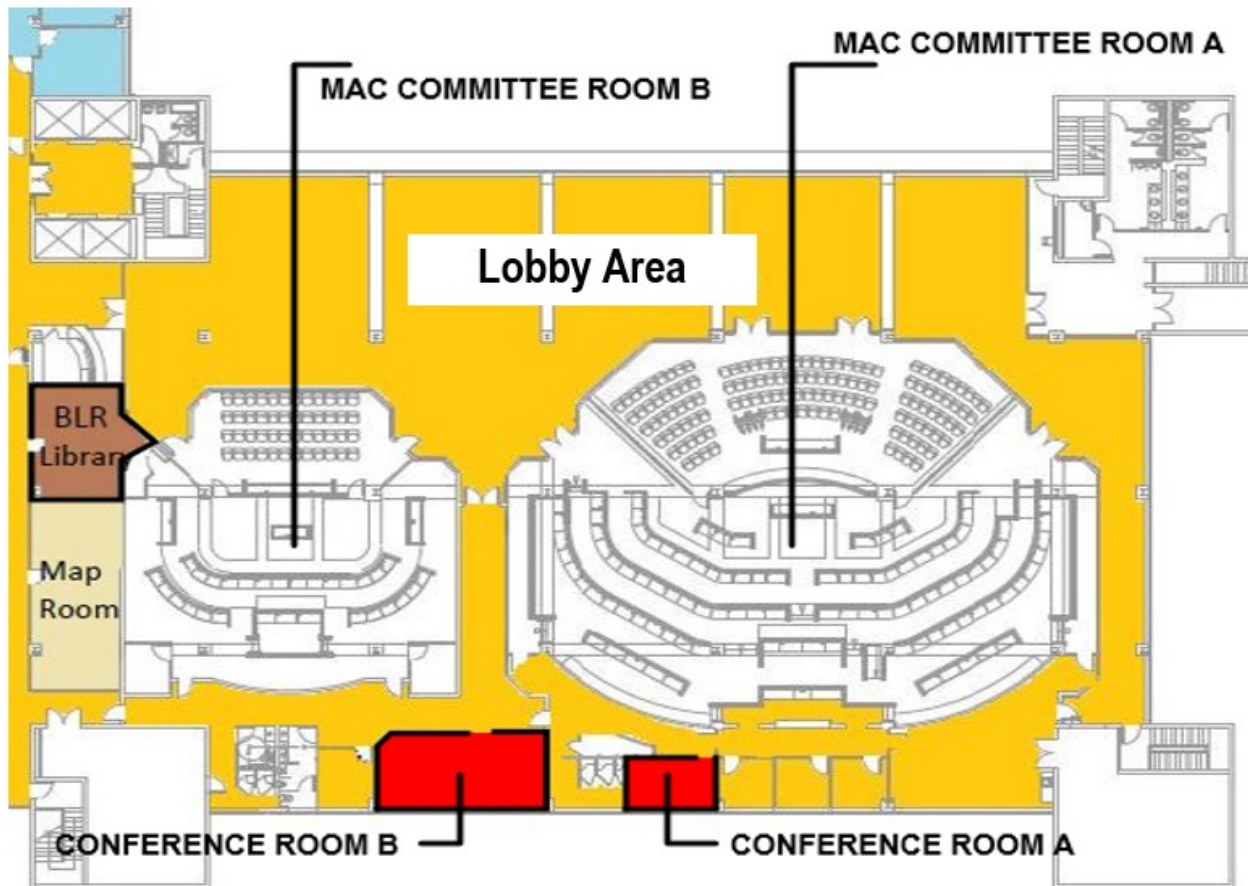
- In-room A/V that is interconnected with the broadcast setup.
- A microphone with request-to-talk functionality at each of the ninety (90) member seats in Room A and the twenty-nine (29) member seats in Room B, to be controlled by the Chair of the meeting and in the Control Room.
- The audio controls for Room A and Room B shall be duplicated one in the committee room and the other in the Control Room. Audio monitors and headphones shall also be connected to ensure proper audio levels are achieved.
- Four (4) microphones for the witness desk at the center of each committee room.
- Adequate speakers that allow everyone in the room to easily hear the members and those presenting at the witness desk. Speakers allowing individuals to hear the proceedings in either Room A or Room B should also be located in the members' lounge, conference rooms, hallways, bathrooms, and offices located behind the members and staff only doors. This should include the ability to control which meeting is being listed to in real time, as well as volume control, in the hallways, bathrooms, and offices located behind the members and staff only doors.
- Adequate video displays to show any presentations or video conferences taking place to all the members and audience members, and individuals present in the lobby, as well as those present in the members' lounge, and conference rooms behind the members and staff only doors. This should include the ability to control which meeting is being viewed or listened to in real time, as well as volume control in the members' lounge and conference rooms located behind the members and staff only doors.
- A feed with the same selection and volume control that can be sent to the 4th floor of One Capitol Mall, for the sixty-one (61) offices and two (2) common areas utilized by the House of Representatives.
- Smart conferencing technologies for the two (2) existing Facility conference rooms. This should include technologies that allow for interactive collaboration amongst the participants and also the technologies, interactive displays, sound, video, and smart panel controls.

This Request for Proposal is designed to obtain a Contract to provide Audio-Visual System and Services to the Arkansas General Assembly and its various committees and members. All responses to this RFP shall reflect the overall goals and objectives stated herein.

## **SECTION 3. AUDIO-VISUAL SYSTEM AND SERVICES**

### **3.0 SCOPE OF WORK / SPECIFICATIONS**

It will be the responsibility of the Vendor to provide equipment, installation, training, and support, including without limitation, information set forth in Section 2 above and in this Section 3.0.



In order to achieve the objectives set forth in Section 2.1 above, the Successful Vendor will provide a proposal that includes a plan for provision of the following, including the necessary equipment and services:

A. Control Room for Committee Room A:

1. Tricaster 2 Elite for Room A, or comparable solution
2. Tricaster 2-Stripe control Panel or Flex Dual Control panel, or comparable solution
3. Two (2), 4K 50-inch Multiview Monitors in Control Room
4. Live Call Connect for Zoom/Teams video conferencing capabilities
5. Queue management/monitoring in Control Room
6. Expandable storage solution for archive purposes.
7. Touch monitor for Live Panel with macros for fast switching
8. 27in monitor for control interface
9. Audio monitors and headphones

B. Committee Room A:

1. Ten (10) 4K PTZ Cameras with full NDI connectivity
2. Ninety-four (94) request-to-talk microphones and one (1) room microphone
3. At room witness table, replace 110 power/AV connection box and components.
4. At room witness table, the microphones need at least 22" gooseneck microphone, quantity 4.
5. Queue management/monitoring from the chair's desk.

6. Network connected Audio recorder in room with the ability to save audio to network shared drive.
  7. Telecoil connectivity/compatibility
  8. Adequate displays in Room A for presentations/video conference participants to be visible by both members and audience members. Currently there are ten (10) ceiling mounted displays in this area.
  9. Adequate speakers in Room A for members, presenter and video conference participants to be heard by both members and audience members. Currently there are twelve (12) 6" and fifty (50) 12" overhead flush mounted ceiling speakers in this room.
  10. HDMI and/or USB C connection at witness desk, Chair's desk and support staff area for presentation Laptops and 110v power outlet to power laptops.
  11. Ceiling mounted display.
  12. Audio in Committee Room A:
    - a. Ability to be zoned with a minimum of two (2) zones, one for members seating area and one for audience.
    - b. Ability to control each zone independently.
    - c. Ability to take input from a device and for audio to be heard on overhead speakers in room.
    - d. Ability for Zoom/Teams, video conferencing participants to be heard on overhead speakers in room.
- C. Control Room for Committee Room B:
1. Tricaster 1 Pro for Room B, or comparable solution.
  2. Tricaster Flex Control Panel, or comparable solution.
  3. Two(2), 4K 50-inch Multiview Monitors in Control Room.
  4. Live Call Connect for Zoom/Teams video conferencing capabilities.
  5. Queue management/monitoring in control room.
  6. Expandable storage solution for archive purposes.
  7. Touch monitor for Live Panel with macros for fast switching.
  8. 27in monitor for control interface.
  9. Audio monitors and headphones.
- D. Committee Room B:
1. Eight (8) 4K PTZ Cameras with full NDI connectivity for Room B.
  2. Thirty-three (33) request-to-talk microphones and one (1) room microphone.
  3. At room witness table, replace 110 power/AV connection box and components.
  4. At room witness table, the microphones need at least 22" gooseneck microphone, quantity 4.
  5. Queue management/monitoring in control room from the chair's desk.
  6. Network connected Audio recorder in room with the ability to save audio to network shared drive.
  7. Telecoil connectivity/compatibility
  8. Adequate displays in Room B for presentations/video conference participants to be visible by both members and audience members. Currently there are six (6) ceiling mounted displays in this area.
  9. Adequate speakers in Room B for members, presenter and video conference participants to be heard by both members and audience members. Currently there are four (4) 6" and seventeen (17) 12" overhead flush mounted ceiling speakers in this room. There are also two (2) offices on sides of this room with one (1) 6" overhead speaker in each office (total of 2) and a wall mounted switch that can be used to select Committee Room A or B audio while also controlling the volume for the office (total of 2).
  10. HDMI and/or USB C connection at witness desk, Chair's desk and support staff area for presentation Laptops and 110v power outlet to power laptops.
  11. Ceiling mounted displays.
  12. Audio in Committee Room B:
    - a. Ability to be zoned with a minimum of two (2) zones, one for members seating area and one for audience.
    - b. Ability to control each zone independently.
    - c. Ability to take input from a device and for audio to be heard on overhead speakers in room.
    - d. Ability for Zoom/Teams, video conferencing participants to be heard on overhead speakers in room.

E. Facility Lobby/Member Areas and House of Representatives 4<sup>th</sup> Floor Space:

1. Four (4) video displays in the Facility lobby (two (2) in the seating area in front of Room A (ceiling mounted), two (2) in the space in front of Room B (wall mounted))
2. Ceiling mounted speakers adequate for the space around the displays and seating areas in front lobby area. Currently there are no overhead speakers in this area and estimate that at least twelve (12) will be needed with the ability to switch which meetings are being shown/heard in each zone in case of overflow.
3. Room selection for displays and volume controls for front lobby area zones shall be located behind the receptionist desk.
4. Ceiling mounted speakers in Members and staff only hallway, meeting rooms, conference rooms, offices, and members lounge behind the committee rooms with room selection and volume control. Currently there are eighteen (18) 6" overhead flush mounted ceiling speakers and eleven (11) wall mounted room selection/volume controls in this area.
5. Wall mounted video displays in member lounge and ALC Chair's office with room selection.
6. There are sixty-three (63) offices in House of Representatives Fourth Floor space that need the ability to view Committee Room A and B meetings on displays in each office. There will be Cat6 structured cabling located at each office display.

F. Conference Room A:

1. Wall mounted touch/interactive display of at least 65" for conferencing.
2. Wall mounted, all in one, touch/interactive display with Zoom/Teams conferencing abilities, as well as the ability to switch between meeting feeds from Committee Rooms A and B.
3. Audio speakers to be installed to provide sound from room inputs and video conferencing participants, can be sound bar style.
4. Solution to provide a variety of input options, such as HDMI and USB-C, with the ability to switch between inputs for AV in each room.
5. At room conference table, install 110 power/AV connection box and components.
6. Video camera capable of picking up all participants in the room with active participant/auto tracking capabilities.
7. Microphone solution capable of easily picking up all participants in the room.

G. Conference Room B:

1. Wall mounted touch/interactive display of at least 75" for conferencing.
2. Conference room to be Zoom and Teams ready for internal and remote video conferencing.
3. At room conference table, replace 110 power/AV connection box and components.
4. Audio speakers to be installed to provide sound from room inputs and video conferencing participants.
5. Solution to provide a variety of input options, such as HDMI and USB-C, with the ability to switch between inputs for AV in each room.
6. Video camera capable of picking up all participants in the room with active participant/auto tracking capabilities.
7. Microphone solution capable of easily picking up all participants in the room.
8. Smart panel functionality, with the ability to interact and control the conferencing technologies in the room. Smart panel also needs the ability to work with both Zoom and Teams.
9. Verification of power and data needs at conference room table.

H. Networking and Structured Cabling – Audio/Video Dedicated Network:

- a. Audio/Video Structured Cabling:
  - i. Vendor to provide a 10GB single-mode fiber backbone between any distributed audio/video network equipment located in separate network closets.
  - ii. Vendor shall utilize single-mode fiber to any location and/or equipment that requires and/or is recommended for proposed audio/video solution with spare fiber pairs for future use.
  - iii. Vendor shall provide Cat6 copper cabling where required for proposed audio/video solution equipment.
  - iv. Vendor shall terminate, label, and test all fiber pairs in fiber enclosures/LIU's, rack mounted in network closets and/or wall mounted if fiber is located outside of a network closet location.

- v. Vendor shall provide the appropriate fiber jumpers as required for the proposed audio/video solution.
  - vi. Vendor shall terminate, label, and test all Cat6 cabling that is installed for proposed audio/video solution onto rack mounted patch panels in network closets and face plates in the field locations.
  - vii. Vendor shall provide BLR with structured cabling schematic of audio/video solution after installation.
  - viii. Vendor shall provide all required Cat6 patch cables where needed.
  - ix. Vendor shall provide all required audio and video cabling
- b. Audio/Video Networking Equipment:
- i. Vendor to provide all L2 and L3 network equipment required to interconnect proposed audio/video solution. Vendor will work with BLR Information Systems Network Team on addressing schemes and other network related configurations.
  - ii. Vendor to provide all fiber transceivers required for proposed audio/video solution.
  - iii. Vendor to provide all required audio/video equipment to control rooms, audio volume, inputs/outputs, zones, and any additional equipment for solution.

In addition, the Successful Vendor will need to provide BLR with:

- Documentation on all installed equipment and solutions;
- Wiring schematics/drawings of installed solutions;
- Training for BLR Staff on new equipment, settings, troubleshooting;
- Services of a licensed electrician on the Successful Vendor's staff or a subcontractor, with same day support;
- Support for installed equipment (response time SLA, onsite, NBD replacement); and
- Detail on how quickly support can be on site to access the problem and provide a solution.

In the event that services in addition to those described in Section 3.0 are required during the term of the Contract, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the total contract amount.

### **3.1 VENDOR CAPABILITIES**

It should be expected that the BLR may require other services, guidance, and information as part of the final work product under this RFP. It is not possible to capture all variables and future needs that may be required by BLR and the members of the legislative body, so the prospective Vendor should take this opportunity to provide any comparative experience to the scope of work envisioned herein to fully and completely communicate their ability to succeed.

In this Section 3.1, Vendor should detail all capabilities, ideas, guidance, and other information to fully demonstrate the capabilities of the prospective Vendor.

### **3.2 VENDOR SERVICES AND EQUIPMENT**

The services and equipment provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements. The Successful Vendor will be evaluated based on a clear and confident understanding of the goals and deliverables addressed in Sections 2 and 3.

Vendor's response to this Request for Proposal should be comprehensive and address each individual item of section 3.0 to the Vendor's fullest extent to communicate their understanding of the requirement and how best the Vendor will meet this requirement. All pertinent information regarding the Vendor's proposed solution, team, resources, technical infrastructure, or other details must be provided to the items in 3.0 and 3.1.

The equipment and services provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements.

All projects shall be paid pursuant to the fee schedule set forth in the Official Proposal Price Sheet up to the maximum contract amount. The Vendor shall submit itemized invoices to the BLR, which will pay the invoices on a monthly basis.

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

### **3.3 PROCUREMENT OF GOODS AND SERVICES**

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

## **SECTION 4. COST PROPOSAL**

### **4.0 COMPENSATION**

Compensation for the Audio-Visual System and Services shall be paid based upon the work performed as specified in this RFP. A Vendor seeking consideration shall submit a compensation proposal for Audio-Visual System and Services as provided throughout the RFP to include all equipment proposed to be used on the project (indicating unit costs), a listing of all Vendor personnel to be utilized on the project and for ongoing service, including job titles, rates, and taking into account the estimated amount of time to be utilized by those personnel on the project, as well as any other administrative costs to be invoiced to BLR under any resulting contract, including without limitation secretarial, bookkeeping, budget preparation, monitoring and auditing services, travel expenses, etc.

The fee schedule shall cover the time expended inclusive of all overhead or any other costs associated with the particular individuals who may be performing the services. The cost proposal must be broken down by compensation related to the initial renovation or replacement of the existing system, and compensation related to ongoing maintenance and service of the system.

### **4.1 PAYMENT SCHEDULE**

The BLR shall pay the Vendor based on the invoiced amounts for equipment costs installed at the Facility and hours expended for approved projects on a monthly basis or as otherwise may be agreed to in writing by the parties. The BLR may request and the Vendor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any equipment installed and services rendered. Failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other undisputed amounts must be paid in a timely manner.

## **SECTION 5. ADDITIONAL VENDOR REQUIREMENTS**

### **5.0 COMPREHENSIVE VENDOR INFORMATION**

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



### **5.1 VENDOR PROFILE**

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

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

### **5.2 GENERAL INFORMATION**

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

### **5.3 DISCLOSURE OF LITIGATION**

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

#### **5.4 EXECUTIVE SUMMARY**

A Vendor must provide a summary overview for provision of the services being proposed. The intent of this requirement is to provide the Subcommittee with a concise but functional summary of the discussion of the Vendor's plan for providing the services. While the Subcommittee expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Subcommittee to use while reviewing the Proposal.

A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the proposal or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

#### **5.5 VENDOR'S QUALIFICATIONS**

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

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.
- A listing of current accounts and the longevity of those accounts.
- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.
- A detailed description of the plan for assisting the BLR in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.
- An indication of the timeframe the Vendor would require to assist the BLR in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.
- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between May 2022 and the present and the reason for the loss. The Subcommittee reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

#### **5.5.1 BACKGROUND INVESTIGATION**

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Subcommittee.

### **SECTION 6. EVALUATION CRITERIA FOR SELECTION**

#### **6.0 GENERALLY**

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

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

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Subcommittee during the evaluation of the proposals.

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

#### **6.1 EVALUATION CRITERIA**

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

- Directly related experience;
- Pricing;
- Availability to perform the work;
- Plan for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

## **PROPOSAL SIGNATURE PAGE**

Type or Print the following information:

### **Prospective Contractor Contact Information**

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Confirmation of Redacted Copy**

- ☐ YES, a redacted copy of proposal documents is enclosed.
- ☐ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).*

### **Illegal Immigrant Confirmation**

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

### **Israel Boycott Restriction Confirmation**

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

- ☐ Vendor does not and will not boycott Israel.

### **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction Confirmation**

By checking the box below, the Vendor agrees and certifies that they do not boycott energy, fossil fuel, firearms, or ammunition industries, and if selected, will not boycott energy, fossil fuel, firearms, or ammunition industries during the aggregate term of the contract.

- ☐ Vendor does not and will not boycott energy, fossil fuel, firearms, or ammunition industries.

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***An official authorized to bind the Vendor to a resultant contract shall sign below.***

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **ATTACHMENT A**

### **OFFICIAL PROPOSAL PRICE SHEET**

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

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

**Vendors may attach a more detailed listing of equipment and personnel costs to this OPPS, but shall still sign and include the OPPS with the submitted proposal.**

| DESCRIPTION  | PRICE PER HOUR                    | NUMBER OF POSITIONS |
|--|-----------------------------------|---------------------|
| Supervisor   |                                   |                     |
| Other Professional Staff<br>(List by Position)         |                                   |                     |
| Support Staff  |                                   |                     |
|  |                                   |                     |
|  |                                   |                     |
| DESCRIPTION  | PRICE PER UNIT<br>(IF APPLICABLE) | TOTAL PRICE         |
| Subcontractors (if any)                                |                                   |                     |
| Travel   |                                   |                     |
| Any Additional Goods & Services<br>(List Individually) |                                   |                     |
|  |                                   |                     |
| <b>TOTAL MAXIMUM AMOUNT OF BID:</b>                    |                                   |                     |

\_\_\_\_\_  
**Signature, Title**

\_\_\_\_\_  
**Date**