

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

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-14-0082	Buyer: Paul Coulter
Commodity: Advertising/Marketing Services Agency: Statewide	Initial RFQ Opening Date: January 5, 2014 (Responses will continue to be accepted after the date and time listed here.)
Date: November 25, 2013	Initial RFQ Opening Time: 2:00 p.m. CDT

RFQ RESPONSES WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE AND ANYTIME THEREAFTER DURING AWARDING PERIOD. THE RFQ RESPONSE ENVELOPE **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their RFQ documents to the Office of State Procurement. When appropriate, vendors should consult with delivery providers to determine whether the RFQ documents will be delivered to the OSP office street address prior to the scheduled time for RFQ opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

RFQ DELIVERY ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	RFQ OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

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

BUYER:	Paul Coulter
AGENCY P.R. NUMBER	Offline

1. MINORITY BUSINESS POLICY:

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

Check minority type:

- African American Hispanic American American Indian Service Disabled Veteran
 Native American Asian Pacific Islander

Arkansas Minority Certification Number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS:

Pursuant to Act 157 of 2007, all bidders must certify prior to award of a contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

4. ALTERATION OF ORIGINAL SOLICITATION DOCUMENTS:

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

5. REQUIREMENT OF ADDENDUM:

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

6. DELIVERY OF RESPONSE DOCUMENTS:

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

7. ADDITIONAL TERMS AND CONDITIONS:

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

8. PAST PERFORMANCE:

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any 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 on file in the Office of State Procurement at the time of the RFQ opening. Documentation may be in the form of a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

9. VISA ACCEPTANCE:

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

10. OUTSTANDING TAX LIABILITY:

Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their bids rejected.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Bidders should complete the Disclosure Forms posted with this RFQ.

12. LANGUAGE:

Responses will only be accepted in the English language.

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Qualifications (RFQ) is issued by the Office of State Procurement (OSP) to establish a qualified list of service providers for marketing and advertising services for State agencies and other entities of Arkansas. OSP will review submissions based on the criteria outlined in this document.

1.2 ISSUING OFFICE

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer: Paul Coulter at (501) 683-0084 or paul.coulter@dfa.arkansas.gov.

1.3 CAUTION TO VENDORS

- A. During the time between the RFQ opening and any resulting list, any contact concerning this RFQ will be initiated by the issuing office and not the respondent. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors **must** submit **one (1) signed original RFQ response** (marked "ORIGINAL") **and one (1) electronic copy of the RFQ response** (marked "COPY") on CD or flash drive on or before the date specified on page one of this RFQ. Failure to submit the required number of copies with the RFQ response may be cause for rejection. If the Office of State Procurement requests additional copies of the RFQ response, they **must** be delivered within 24 hours of request.
- C. For an RFQ response to be considered, an official authorized to bind the respondent to a resultant contract **must** have signed the response.
- D. All official documents and correspondence **shall** be included as part of any resultant contract.
- E. The State Procurement Official reserves the right to qualify a vendor or reject a response for any or all line items of a response received as a result of this RFQ, if it is in the best interest of the State to do so. Responses **will** be rejected for one or more reasons not limited to the following:
 - 1. Failure of vendor to submit response on or before the deadline established by the issuing office.
 - 2. Failure of the vendor to respond to a requirement for oral/written clarification.
 - 3. Failure to supply vendor references, if requested.
 - 4. Failure to sign an official RFQ document.
 - 5. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.

1.4 RFQ FORMAT

Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the response to be rejected. It is recommended that each item or paragraph of the RFQ is responded to, in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and respondent **must** identify the specific page and paragraph being referenced.

1.5 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFQ **will** be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFQ become the property of the State and **shall** be open to public inspection subsequent to RFQ opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one (1) complete electronic copy of the RFQ response from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire response **will** be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.6 CLARIFICATION OF RFQ

If additional information is necessary to enable respondents to better interpret the information contained in the RFQ, written questions will be accepted until December 6, 2013. Answers to written questions are anticipated to be posted to the State's website not later than December 13, 2013. Written questions submitted after the initial RFQ opening will be answered on a case-by-case basis. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk. Questions should be sent to Paul Coulter at paul.coulter@dfa.arkansas.gov.

1.7 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "bidder," "respondent," and "vendor/offeror" are used as synonyms in this document. The words "contractor/successful vendor" refer to the vendor selected in the event of a resulting contract. The word "Agency" or "Department" refers to the Arkansas Office of State Procurement (OSP). The words "Hiring Agency" or "Hiring Department" refers to the State agency or other entity seeking to obtain a contract from the list of vendors qualified by this RFQ process.

1.8 TERM OF QUALIFICATION

Vendors added to the list as a result of this RFQ shall be qualified for one (1) year or a portion thereof, depending upon the time of qualification. Qualified vendors may be added as they are approved. Vendors approved through the qualification process set forth in this RFQ will be reviewed on the annual renewal date of the initial qualification list, and upon mutual agreement may be annually re-qualified for one (1) year periods or a portion thereof, until the termination of the qualified list at the end of the seven (7) year period, which will begin on the date of the initial qualification from this RFQ.

1.9 RESERVATION

This RFQ does not commit the State Procurement Official to qualify a vendor, award a contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for any service. The State reserves the right to accept or reject, in part or in its entirety, any or all responses received as a result of the RFQ, if it is in the best interest of the State to do so.

1.10 GOVERNMENT ENTITY PURCHASES

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain non-profit corporations, etc.) may participate in State procurement contracts. The vendor(s) therefore **must** agree to sell to any qualified local public procurement unit at the option of the participant. Unless otherwise stated, all standard terms, special terms and conditions listed within the RFQ **must** be equally applied to such participants.

1.11 PRICING

Pricing must not be submitted with the RFQ response.

1.12 NEGOTIATIONS

As provided in this RFQ and under regulations, pricing negotiations will take place at the time that a State agency or other entity selects the qualified respondent with the highest cumulative score after the scoring portion of the evaluation process for a particular assignment.

IN THE EVENT A CONTRACT IS AWARDED BASED ON THIS RFQ THE FOLLOWING SHALL APPLY (1.13 – 1.23):

1.13 CONTRACT INFORMATION

- A. The State of Arkansas may not contract with another party:
1. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 2. Upon default, to pay all sums to become due under a contract.
 3. To pay damages, legal expenses or other costs and expenses of any party.
 4. To continue a contract once the equipment has been repossessed.
 5. To conduct litigation in a place other than Pulaski County, Arkansas
 6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - 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.
 2. Include in its contract that the laws of the State of Arkansas govern the contract.
 3. Acknowledge that awards become effective when awarded by the State Procurement Official.

1.14 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 a contract which in any manner affect the completion of the work. The successful vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.

1.15 STATEMENT OF LIABILITY

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

1.16 ACCOUNTING PROVISIONS

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' 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.

1.17 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for any qualified vendor listing resulting from this RFQ.

1.18 SUBCONTRACTORS

The service provider **shall** be fully responsible for all work performed under any resulting contract. The service provider may, with the consent of the hiring agency, enter into written subcontracts for performance of certain functions under a contract resulting from this RFQ. Subcontracts **must** be approved in writing by the hiring agency prior to the effective date of any subcontract. The contractor **shall** ensure that any subcontractor **will** maintain the duties of performance associated with the contract. The service provider **must** notify the hiring agency immediately regarding a claim that is filed by a Subcontractor against the Service Provider.

1.19 PUBLICITY

News release(s) by a respondent/vendor pertaining to this RFQ or any portion of an awarded contract **shall not** be made without prior written approval of the State Procurement Official or hiring agency. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's response and/or removal from the State's qualified list. The State Procurement Official or hiring agency will not initiate any publicity relating to any resulting procurement action resulting from this RFQ before a qualified list and/or contract award is completed.

1.20 DATA AND DELIVERABLES

Upon completion of a contract, all property rights, to data **shall** be passed to the State. This includes all rights in relation to any patents, trademarks, etc. that may be associated. Upon transfer, data and the like, both intellectual and tangible, pertaining to any responsibilities including but not limited to print ads; radio, television ads; records; data and products under the contract **shall** be delivered to the State without cost within a time frame of 60 calendar days of completion of the contract. These jobs are considered a “work for hire” for the State. Contractor **shall not** hold ownership or intellectual property claim on any data, or the like.

Each deliverable/product **shall** become the exclusive property of the hiring agency. Qualified Vendor **shall not** utilize any portion of the projects developed, including deliverables and creative concepts, without prior written consent of the Executive Director of the hiring agency.

1.21 **CONFIDENTIALITY**

The respondent **shall** be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract.

1.22 **CANCELLATION**

In the event the State no longer needs the service or commodity specified in any contract or purchase order resulting from this RFQ due to program changes, changes in laws, rules, or regulations, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation. Contract funding is contingent upon availability and appropriation of funds.

1.23 **CONTRACT PAYMENT**

In consideration of any resulting contract agreement provisions and RFQ requirements, the State agrees to pay the contractor according to a specific payment schedule to be mutually agreed upon by the hiring agency and the awarded contractor. The schedule should show payment amounts and should reflect actual work done by the payment dates.

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the contracting agency. The State may not be invoiced in advance of delivery and acceptance of any equipment or service.

Vendors **must** be registered with the State prior to being placed on the State's qualified list and to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

SECTION 2: SCOPE OF WORK

2.0 PURPOSE OF THE RFQ

State agencies and other public and non-profit entities in the State of Arkansas require advertising and/or marketing services for a variety of unique needs. The purpose of this RFQ is to streamline the procurement task for obtaining advertising/marketing services for both the interested vendors and the hiring agencies by establishing a qualified vendor's list for advertising/marketing services.

2.1 CONTRACTOR QUALIFICATIONS

The organization(s) selected to be on the qualified list as a result of this RFQ **must** have:

- A. A minimum of three (3) years advertising/marketing experience with a variety of projects and audiences.
- B. The ability to work in a collaborative environment and meet creative idea and project deliverable deadlines.
- C. Qualified professionals with adequate education and experience on a variety of projects.
- D. Sufficient resources to work within the time constraints while maintaining desired performance levels.

2.2 PROJECT REQUIREMENTS

To be considered for projects requested by hiring agencies, vendors **must** submit to the hiring agency, at a minimum, the following items along with their project response:

- A. **Project Summary.** The vendor **shall** submit a summary of the hiring agency's needs and objectives.
- B. **Work Plan.** Vendor **must** submit a comprehensive outline for accomplishing each project component by providing a plan that demonstrates clear objectives and activities. The work plan **shall** include realistic and measurable deadlines. Work plans **must** be finalized and approved by the hiring agency not more than 30 days from the date of the award of the contract. Work plans **will** be used as measurable outcomes and results as the project progresses.
- C. **Media Synopsis.** The vendor **shall** submit a media synopsis that encompasses a demographic breakdown of the target audience populations as indicated by the hiring agency. The synopsis **shall** identify the primary and secondary target audiences and suggest the specific print, radio and television, and other media avenues to deliver project messaging.

Upon selection by a hiring agency, the vendor **shall** provide a cost proposal to the hiring agency utilizing the budget indicated by the hiring agency. The cost proposal **must** include a detailed breakdown for each project expenditure. The vendor **shall** provide, coordinate and implement marketing, advertising and/or promotion strategies for the hiring agencies. The selected vendor **will** execute, design and develop all deliverables required by the hiring agency and **must** provide established times to review, edit and resubmit changes (if necessary) for each of those deliverables.

SECTION 3: QUALIFIED VENDOR LIST

Vendors submitting responses to this RFQ that meet all the requirements set forth in this RFQ will be placed on a State-wide qualified vendor list. This list will be published on the OSP website. Use of the qualified vendor list created as a result of this solicitation will be non-mandatory for State agencies and other entities in the State of Arkansas.

Agency Utilization of Qualified Vendor Pool

When a hiring agency realizes a need to procure advertising/marketing services utilizing the State's qualified vendor listing, a written description of the project, including the project budget, and all requirements will be sent by the hiring agency to all vendors on the qualified list. The vendors will be asked to respond to the hiring agency at a time and date and in a manner set by the hiring agency at the time the project description is distributed. The requirements for these responses **shall** include, but not be limited to, a Project Summary, a Work Plan and a Media Synopsis unique to the project described.

Vendors that respond to the hiring agency by submitting a written response will be evaluated by the hiring agency. These responses will be scored by the hiring agency's evaluation team. Those vendors that are deemed by the hiring agency to be reasonably susceptible of receiving an award will be asked to present an oral presentation to the hiring agency's evaluation team at a time and on a date set forth by the hiring agency. The hiring agency will provide instructions to each vendor prior to the presentation date and time that may include: length of presentation, minimum requirements of presentation, and number of evaluation committee members. These presentations will then be scored by the hiring agency's evaluation team.

The written response and presentation scores will be added together and the vendor receiving the highest cumulative score will receive recommendation of award for the project. The hiring agency may enter pricing negotiations with this vendor prior to recommendation for award.

Because advertising/marketing services are considered professional services, prior to award, all projects with a total value of over \$25,000 **must** be presented for review by the Arkansas Legislative Council prior to award. The hiring agency will be responsible for presenting the recommended awards for review.

The Office of State Procurement may add to the qualified list, new vendors who submit proposals after the initial opening date. Any proposal submitted after the initial opening date **must** meet the minimum requirements of this RFQ prior to being added to the qualified list.

For illustrative purposes only, a sample evaluation score sheet (Attachment A) and a sample presentation score sheet (Attachment B) are attached. Agencies may change or add to the criteria and scoring weights of these score sheets based on their particular needs.

SECTION 4: RFQ SUBMISSION REQUIREMENTS

4.0 RFQ SUBMISSIONS OVERVIEW

The Office of State Procurement (OSP) has established the following minimum criteria to be included in responses. Vendors should respond to each item in Section 4 (see Section 1.6 of this RFQ for clarification). Responses will be reviewed by OSP to determine that mandatory requirements are fulfilled. Responses will be evaluated as **pass or fail**. Failure to meet all mandatory requirements will result in the submitting vendor not qualifying for the State's list. Should a vendor not qualify for the State's list, they may resubmit at any time.

Original responses and copies should be indexed and tabbed with the following sections indicated:

- Signed RFQ
- References
- Organizational Experience
- Staffing Capacity
- Governor's Executive Order 98-04
- Copy of the Vendor's Equal Employment Opportunity Statement
- Copy of Illegal Immigrant Online Certification Disclosure

Pricing must not be submitted with the RFQ response.

Evaluation Criteria. Responses will be evaluated by the Office of State Procurement (OSP) to determine if the mandatory requirements of this Request for Qualification have been agreed to and/or met. Those responses that are determined to fulfill the qualification requirements will be placed on the State's qualified list. Vendors will be placed on the list in alphabetical order by organization name.

4.1 VENDOR REFERENCES

Each respondent **must** provide, with RFQ response, a list of at least three (3) client references. Include contact person and phone number or email address. These references **will** be contacted and asked to confirm:

- A. That the provider has, under previous agreement, successfully performed advertising/marketing project(s).
- B. That the provider met all obligations under afore mentioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
- C. That the provider and all staff conducted themselves in a highly professional and ethical manner.

If unfavorable information is obtained from contact with reference, the vendor may be deemed a non-responsible vendor and the response may be rejected.

Agencies may require additional vendor references in their proposals.

4.2 ORGANIZATIONAL EXPERIENCE

Minimum Qualifications of Respondents

- A. The vendor **must** have three (3) years experience in developing and implementing advertising/marketing plans.
- B. The vendor **must** describe relevant experience/background in detail. Vendor should provide a listing of five (5) previous experiences. The information should be broken down into the following categories:

1. Project name
 2. Dates/time period
 3. Name of the funding agency/organization
 4. Identification of the type of funding agency/organization (state, federal, etc.)
 5. Description of the project
 6. Description of the project services provided
 7. Description of the project deliverables provided
- C. The vendor should provide descriptions of past performance. Past performance descriptions in the following areas should be included:
1. Television
 2. Radio
 3. Interactive media
 4. Print and/or direct response
 5. Training tools
 6. Promotional items

4.3 STAFFING CAPACITY

As part of the requirement of this Request for Qualification (RFQ), respondents **must** indicate the types of staff positions available for projects assigned utilizing the State's qualified list. Each respondent should include information designed to illustrate that the staff that may be assigned to a project awarded as a result of this RFQ is qualified for a variety of advertising/marketing services.

Documentation should illustrate a proven record of success in dealing with a variety of advertising/marketing services as described within this RFQ. This documentation should demonstrate:

- A. Staff's previous experience.
- B. Staff's specific skill set.

The hiring agency shall have the right to interview the key personnel assigned by any successful vendor to a particular project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the hiring agency.

4.4 WORK SYNOPSIS

Vendor **must** provide a one page detailed synopsis of their work capacities. This synopsis will be posted on the State website to aid State agencies. Vendors **will** be allowed to update their synopsis each year upon renewal.

STANDARD TERMS & CONDITIONS

1. GENERAL: Any special terms and conditions included in the request for proposals override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award a contract to best serve the interest of the State.

3. PROPOSAL SUBMISSION: Proposals must be submitted to the Office of State Procurement, with attachments when appropriate, on or before the date and time specified for RFP opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid. 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.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the bid.

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. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The request for proposal will show the period of time the term contract will be in effect.

14. **DELIVERY ON FIRM CONTRACTS:** The solicitation will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the 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.

20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this request for proposals, the bidder named on the front of this request for proposals, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

