Open-Ended RFQ Contact Information Sheet

- This document has been provided for informational purposes only.
- The OSP Contact Information provided below is specific to the referenced Request for Qualifications (RFQ) and is subject to change.

RFQ Number:	SP-19-0048
Initial Term:	July 1, 2019 – June 30, 2020
Description:	Statewide Audio/Visual Equipment and Supplies
OSP Buyer:	Judy Shirley 501-324-9314 Judy.shirley@dfa.arkansas.gov
OSP Main Phone:	501-324-9311

OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

Note: This solicitation is an open-ended RFQ used to establish and maintain a Qualified Vendor's List (QVL). Prospective Contractors interested in being listed on the QVL after the initial term may submit a response to this RFQ during the months of May and June of each year the RFQ remains open ended. Responses submitted for consideration as stated in the RFQ, will be evaluated and the resulting qualified vendors listed on the QVL for the applicable renewal term.

This RFQ will remain open for submission of responses each year for a period of up to seven (7) years from the issuance date of July 1, 2019. The State reserves the right to close/end this RFQ for submissions at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS

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

REQUEST FOR QUALIFICATION

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0048	Solicitation Issued:	04/01/2019
Description:	Statewide Audio / Visual Equipment and Supplies		
Agency:	Department of Finance and Administration, Office of State Procurement		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	04/30/2019	Response Opening Time:	2:00 p.m., Central Time

Deliver response for this Request for Qualification to the Office of State Procurement on or before the designated response opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit responses at the designated location on or before the response opening date and time. Responses received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Response's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes. • Solicitation number • Date and time of response opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Chris Reynolds	Buyer's Direct Phone Number:	501-683-6636
Email Address:	Chris.reynolds@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of State Agencies, and Political Subdivisions ("Purchasing Entities") to issue a Qualified Vendors List (QVL) containing a selection of prequalified Prospective Contractors. Prospective Contractors listed on the resultant QVL will contract with Purchasing Entities per project, as needed, to supply, deliver, install, and / or service Audio and Visual (AV) Equipment and Supplies.

This RFQ will be open-ended. Prospective Contractors may submit an initial response to the RFQ or subsequent responses during any renewal period, anticipated to be May through June each year the QVL is renewed.

Being listed on the resulting QVL is not a guarantee to the Prospective Contractor that they will be contracted with a Purchasing Entity. The intent of the resulting QVL is to provide an expedited process and vehicle for contracting with Prospective Contractors, prequalified via the RFQ process, for use by Purchasing Entities as AV purchasing needs arise. Prospective Contractors submitting a response to this RFQ may be businesses, manufacturers, and/or resellers/distributors.

1.2 RESULT OF THE RFQ

A. As a result of this RFQ, OSP intends to list multiple Prospective Contractors on the Qualified Vendors List.

B. The anticipated starting date for any resulting QVL is July 01, 2019, except that the actual QVL start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.

C. The initial qualification term of a resulting QVL will be for one (1) year. The State may renew a Prospective Contractor's qualification status for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate QVL term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 RESPONSE OPENING LOCATION

Responses will be opened at the following location:

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

1.5 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this RFQ to be listed on the QVL.

B. Prospective Contractor's response will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ or fails to submit any of the Response Submission Requirement documents as specified herein.

1.6 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation.*

B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

C. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays.

D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

E. "Firm Contract" means a contract for a one-time purchase and is not renewable.

F. "Political Subdivision" means an agency, authority, board, branch, bureau, commission, council, department, institution, office, school district, or other entity and/or governmental body of any county, municipality, city, or town falling under the umbrella of the State of Arkansas and authorized by the laws of the State of Arkansas to participate in a State Contract or as otherwise determined authorized by the State of Arkansas.

G. "Prospective Contractor" means a person who submits a response to this solicitation.

H. "Purchasing Entity" means a "State Agency" and/or "Political Subdivision".

I. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.

J. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.

K. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.

L. "SOW" means Scope of Work and is a statement where the work to be performed and / or commodities to be provided is described. The SOW may contain deliverables such as end products, reports, and time lines that are required to be provided by the Contractor.

M. "State Agency or Agencies" includes any State of Arkansas institution, authority, department, board, commission, bureau, council, office, or other entity supported by the appropriation of State and/or Federal funds, including State supported institutions of higher education, the constitutional departments of the State of Arkansas, the General Assembly, including the Legislative Council, the Legislative Joint Auditing Committee and supporting agencies and bureaus thereof, the Arkansas Supreme Court, the Court of Appeals, circuit courts, prosecuting attorneys, and the Administrative Office of the Courts or any other entity and/or governmental body authorized by the State of Arkansas to participate in a State Contract or as otherwise determined by the State of Arkansas.

N. "State Holiday" means the following days during the year when State Offices are closed:

- Christmas Day
- Christmas Eve
- Dr. Martin Luther King Jr.'s Birthday
- George Washington's Birthday and Daisy Gatson Bates Day
- Independence Day
- Labor Day
- Memorial Day
- New Year's Day
- Thanksgiving Day
- Veteran's Day

Also, every day designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday. If any holiday falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, Sunday and the following Monday are both legal holidays.

O. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency or Purchasing Entity using such a contract.

P. "Term Contract" means a contract that is for an extended period of time, usually having an initial term of one (1) year or a portion thereof but not exceeding a total aggregated term of seven (7) consecutive years.

Q. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

1.7 QUALIFIED VENDOR LIST SELECTION

All Prospective Contractors meeting the Requirements and Response Submission Requirements of this RFQ will be included on the QVL.

1.8 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The following items are Response Submission Requirements and **must** be submitted as hard copies in the original *Response Packet*. Response **must** be in the English Language.

   a. Original signed *Response Signature Page*.

   b. Completed Proposed Subcontractors Form. *(See Subcontractors.)*

   c. Completed and signed *Contract and Grant Disclosure Form EO 98-04* (See *Standard Terms and Conditions, #27. Disclosure*.) This document is posted as a separate document along with this RFQ.

   d. Copy of Prospective Contractor's Equal Opportunity Policy. *(See Equal Opportunity Policy.)*

   e. Voluntary Product Accessibility Template (VPAT). *(See Technology Access.)*

   f. Original *Arkansas Business Information Form.*

   g. Original *Business Contact Information Form.*

   h. Original *Audio/Visual Equipment Offering Form.*

   i. Original *List of Counties Serviced Form.*

   j. Original *Arkansas Distributors / Additional Locations Form.*

2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. **Pricing is not requested for this solicitation and must not be submitted with the response**. (See *Pricing.)* Should a Prospective Contractor include pricing in their response, the State reserves the right to reject the Prospective Contractor's response.

C. Additional Copies and Redacted Copy of the *Response Packet*

In addition to the original *Response Packet*, the following items **should** be submitted:

1. Additional Copies of the *Response Packet*

   a. One (1) complete hard copy (marked "COPY") of the *Response Packet*.

b. One (1) electronic copy of the *Response Packet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax.

c. The additional hard copy and electronic copy **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.

d. If OSP requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.

2. One (1) redacted (marked "REDACTED") copy the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their response.

B. The original *Response Packet* and all copies should be arranged in the following order.

- *Response Signature Page.*
- *Proposed Subcontractors Form.*
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form.*
- *Equal Opportunity Policy.*
- *Voluntary Product Accessibility Template* (VPAT).
- *Arkansas Business Information Form.*
- *Business Contact Information Form.*
- *Audio/Visual Equipment Offering Form.*
- *Counties Serviced Form.*
- *Arkansas Distributors / Additional Locations Form.*

1.10 CLARIFICATION OF BID SOLICITATION

A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 3:00 p.m., Central Time on or before 04/10/2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.

- For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
- Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by 4:30 PM Central Standard Time on 04/19/2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).

B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.

C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the response opening.

D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.11 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the Prospective Contractor(s) to a resultant QVL **must** sign the *Response Signature Page* included in the *Response Packet*.

B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

1.12 SUBCONTRACTORS

A. Prospective Contractor **shall** complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.

B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

C. The utilization of any proposed subcontractor is subject to approval by the Purchasing Entity.

1.13 PRICING

A. Prospective Contractor **shall not** include any pricing in their response. Should the hard copies or electronic copies of the Prospective Contractor's *Response Packet* contain any pricing, the State reserves the right to reject the Prospective Contractor's response.

B. Pricing will be negotiated with Prospective Contractor per project.

1.14 PRIME CONTRACTOR RESPONSIBILITY

A. A single Prospective Contractor **must** be identified as the prime contractor.

B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.15 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.

D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.

E. Under no circumstances will pricing information be designated as confidential.

F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.

G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

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

L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

A. Prior to issuance of any QVL, address all communication concerning this *Bid Solicitation* through the OSP buyer.

B. Do not alter any language in any solicitation document provided by the State.

C. All official documents and correspondence related to this solicitation become part of the resultant QVL and resulting contracts.

D. The State has the right to issue or not issue a QVL, if it is in the best interest of the State to do so.

E. As requested, provide clarification regarding Prospective Contractor's response to OSP.

F. Qualifications, Products, and Proposed Services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation* and in any future Statement of Work (SOW) as applicable.

G. Prospective Contractors may submit multiple responses to this RFQ.

1.17 REQUIREMENT OF ADDENDUM

A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.

B. An addendum posted within three (3) calendar days prior to the response opening may extend the response opening and may or may not include changes to the Bid Solicitation.

C. The Prospective Contractor is expected to check the OSP website, http://www.arkansas.gov/dfa/procurement/bids/index.php, for any and all addenda up to response opening.

1.18 QUALIFICATION PROCESS

A. Review of Submissions

1. OSP will review each *Response Packet* submitted by the response deadline to verify that all Requirements and Response Submission Requirements to the RFQ have been met.

B. Prospective Contractors whose responses meet all Requirements and Response Submission Requirements of this RFQ will be included on the initial QVL.

C. The State Procurement Official reserves the right to reject a response if it does not meet Requirements, fails to provide Response Submission Requirements, or if is in the best interest of the State to do so.

D. Anticipation to Award QVL

1. Once the anticipated successful Prospective Contractors have been determined, the anticipated award of the QVL will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a QVL. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a QVL will not be issued prior to the end of the fourteen-day posting period.

3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated QVL award.

E. Issuance of a QVL

1. Any contract resulting from this QVL **shall** be subject to State approval processes which may include Legislative review.

2. A State Procurement Official will be responsible for award and administration of any resulting QVL.

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

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

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

1.20 EQUAL OPPORTUNITY POLICY

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

1. To prequalify Prospective Contractors for listing on the resulting QVL, as a Response Submission Requirement the Prospective Contractor **shall** provide a copy of their Equal Opportunity Policy or a written statement as described below and **shall** submit the document, as applicable with their *Response Packet*.

B. In addition to providing a copy in the Prospective Contractor's Response Packet, *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but **must** also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect and include the statement in their *Response Packet*.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Request for Qualifications*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a QVL or contract resulting from this QVL.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Response Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the QVL, boycott Israel.

1.23 PAST PERFORMANCE

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

1.24 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.

2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.

3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.26 VISA ACCEPTANCE

A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.

B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

A. Do not discuss the solicitation nor your response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's response to be disqualified.

1.28 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of State Agencies, and Political Subdivisions ("Purchasing Entities") to issue a Qualified Vendors List (QVL) containing a selection of prequalified Prospective Contractors. Prospective Contractors listed on the resultant QVL will contract with Purchasing Entities per project as needed to supply, deliver, install, and / or service Audio and Visual (AV) Equipment and Supplies.

This RFQ will be open-ended. Prospective Contractors may submit an initial response to the RFQ or subsequent responses during any renewal period, anticipated to be May through June each year the QVL is renewed.

Being listed on the resulting QVL is not a guarantee the Prospective Contractor will be contracted with a Purchasing Entity. The intent of the resulting QVL is to provide an expedited process and vehicle for contracting with Prospective Contractors, prequalified via the RFQ process, for use by a Purchasing Entity as AV purchasing needs arise. Prospective Contractors submitting a response to this RFQ may be businesses, manufacturers, and/or resellers/distributors.

2.2 CONTRACTING PROCESS

A. Purchasing Entities will contract with a Prospective Contractor listed on the QVL per project, as needed.

B. Upon determination by the Purchasing Entity that a need exists for AV Equipment and Supplies, the Purchasing Entity will have four (4) options for procuring the items needed as listed below:

   1. Small Order Procurement (for purchases up to $20,000 or $40,000 for Certified Minority or Women Owned Businesses)

      a. Should a Prospective Contractor submitting a response to this RFQ be a certified Minority or Women Owned Business, then on page 2 of the Bid Response Packet Prospective Contractor should designate themselves as such. OSP will add the designation to the Prospective Contractor's information provided to Purchasing Entities for the QVL.

   2. Competitive Bid method of Procurement (for purchases over $20,000 up to $75,000)

   3. Competitive Sealed Bid/Proposal method of Procurement (for purchases over $75,000)

C. Any resulting QVL is non-mandatory, meaning Purchasing Entities are not required by OSP to procure AV Equipment and Supplies from Prospective Contractors listed on the resulting QVL. The QVL only exists as a prequalified option made available to Purchasing Entities.

D. Should the Purchasing Entity decide to utilize the resulting QVL to contract with a Prospective Contractor, the Purchasing Entity will determine the appropriate method of procurement based on anticipated cost, needs, complexities of the project, or other determining factors.

E. When a Purchasing Entity seeks to procure AV Equipment or Supplies from Prospective Contractor listed on the QVL, the Purchasing Entity will find the QVL contract page on the OSP website.

F. For procurements up to the Small Order procurement thresholds. a Purchasing Entity may choose a Prospective Contractor from the QVL to initiate a procurement according to Small Order procurement laws found in Arkansas Code Annotated § 19-11-231.

   1. The agency may send a Purchase Orders directly to the Contractor by email.

G. Procurements that exceed the Small Order purchase threshold but are less than $75,000.00 will be purchased by means of a Competitive Bid.

1. The Purchasing Entity may distribute a SOW by email requesting a competitive bid to at least three (3) Prospective Contractors listed on the QVL who provide the particular AV Equipment and/or supplies needed.

    a. The SOW should outline the AV Equipment specifications (if applicable), Requirements, goals, and any Submission Requirements.

    b. The SOW should provide a deadline and manner by which the Prospective Contractors should submit their competitive bids (preferably via email).

    c. Once the deadline has passed, bids will be tabulated, and the lowest cost bid will determine the Contractor anticipated to be awarded a contract.

    d. The agency will send a Purchase Orders or outline agreement to the Contractor by email.

H. Procurements that exceed $75,000.00 will be purchased by means of a competitive sealed bid or proposal.

1. The Purchasing Entity will distribute a SOW by email requesting a competitive sealed response to a minimum of three (3) Prospective Contractors listed on the QVL listed as providing the AV Equipment and/or Supplies needed.

    a. Based on the Purchasing Entity's needs, the Purchasing Entity will distribute a SOW in which the successful Contractor will be determined by:

        i. Lowest-cost through competitive sealed bid; or

        ii. Highest ranked technical proposed score and cost score through competitive sealed proposals.

    b. The SOW **must** outline AV Equipment specifications (if applicable), Requirements, goals, and any Submission Requirements.

    c. The SOW **must** provide a deadline and manner by which Prospective Contractors should submit their competitive bids/proposals (preferably via email).

    d. Once the bids or proposals have been opened and the apparent successful Contractor has been determined, the agency will send a Purchase Orders or outline agreement to the Contractor by email.

I. Any terms and conditions submitted in response to a SOW or to a solicitation issued by a Purchasing Entity that are inconsistent with the terms and conditions of this RFQ will be rejected.

J. Prospective Contractors **shall** accept Purchasing Entities purchase orders as sufficient documentation and authorization to purchase under any contract awarded under the terms of the QVL.

2.2 CURRENT ENVIRONMENT

A. Based on the current, historical data available at the time of this posting, State Agencies have accumulated an aggregated spend of approximately $2,000,000 annually on Audio Visual Equipment, Supplies and/or services. Currently, there is no spend data available for Political Subdivisions.

B. The following State Agencies, though not all inclusive, have historically purchased AV Equipment and Supplies.

1. Arkansas Department of Health

2. Arkansas Department of Parks and Tourism

3. Arkansas Department of Corrections

4. Arkansas State Police

5. Arkansas State Military

6. Arkansas Economic Development Commission

7. Arkansas State Crime Lab

8. Arkansas Department of Human Services

9. Arkansas Department of Finance and Administration

C. The State of Arkansas has made a good faith effort to provide an accurate reflection of existing conditions compiled from known data and historical usage. However, the State is providing estimates strictly as a courtesy to Prospective Contractors. The Prospective Contractor **shall not** interpret the existing conditions and estimates provided in this RFQ to be a guarantee of actual contract volume or conditions existing during the term(s) of any QVL resulting from this RFQ.

2.3 PROSPECTIVE CONTRACTOR QUALIFICATIONS & GENERAL REQUIREMENTS

A. Prospective Contractor **shall** have a minimum of one (1) authorized distributor/reseller, independently owned business, or other business located within the State of Arkansas.

B. The Prospective Contractor **shall** be licensed and registered to conduct business in the State of Arkansas. The Prospective Contractor **shall** provide a copy of Prospective Contractor's business license and registration to OSP as requested throughout the term(s) of the resulting QVL.

C. The Prospective Contractor **shall** have the following insurance coverages in full force and effect at the time of response submission. The Contractor **shall** acquire insurance from insurance carriers licensed to issue insurance coverage in the State of Arkansas. If requested, prior to award of any contract resulting from this QVL, the Contractor **shall** name the Purchasing Entity as an additional insured and **shall** supply Certificates of Insurance or other appropriate evidence of insurance coverage to the Purchasing Entity, or OSP.

1. Commercial General Liability coverage with a limit of not less than $1 million per occurrence/$2 million general aggregate

2. Arkansas State Workers Compensation (statutory requirements)

3. Employers Liability Insurance $100,000 per occurrence

D. The Prospective Contractor **shall** have a vendor number issued by the Office of State Procurement prior to the submitting a response to this RFQ. Prospective Contractors may obtain a vendor number by registering as a vendor with the State of Arkansas. The Prospective Contractor may register by:

1. Using the following link https://www.ark.org/vendor/index.html. There is a $25.00 charge for registering online. However, the Prospective Contractor will receive automatic bid notifications by utilizing this registration method.

2. Completing the documents listed and posted as Attachment A to the RFQ. The Prospective Contractor should return the completed documents to the OSP buyer listed on page 1 of the RFQ on or before April 15, 2019 in order for the Prospective Contractor to have a vendor number issued to them prior to submitting a response to this RFQ. There is no charge for utilizing this method of registration. However, the Prospective Contractor will not receive automatic bid notifications when utilizing this method.

E. As requested in the Response Packet, the Prospective Contractor **shall** provide a minimum of two (2) representatives responsible for communicating with OSP, Purchasing Entities including but not limited to communication regarding Statements of Work (SOWs) and Bid request submissions.

F. Should the Prospective Contractor offer services such as repair services or technical support services, then when contracting with a Purchasing Entity under the QVL resulting from this solicitation, the Prospective Contractor **shall** provide competently trained personnel who are certified per industry standards as applicable to the service being performed. Such certifications may include but are not limited to varying degrees of the Certified Technology Specialist (CTS) certification such as CTS-D or CTS-I.

G. When providing a response to a Purchasing Entity under the terms of this QVL to a Competitive Bid, a Competitive Sealed Bid, or Competitive Sealed Proposal (as defined in A.C.A § 19-11-234, § 19-11-239 and § 19-11-230 respectively), the Prospective Contractor **shall** provide the Purchasing Entity with the manufacturer's suggested retail price and the State's price for comparison purposes. The Prospective Contractor **shall not** provide pricing in their response to this RFQ.

H. Upon an award of a contract resulting from this QVL, the Contractor or Dealers/Resellers **shall not** request nor require a Purchasing Entity to sign any additional terms and conditions, addendums, schedules, secondary contracts, or other documents without the express, written consent and approval from OSP.

2.4 AUDIO VISUAL EQUIPMENT AND SERVICES

A. It is preferable the Prospective Contractor provide a broad range of AV equipment and supplies. Prospective Contractors are encouraged to offer their complete catalog of equipment and services including but not limited to the following categories:

1. **Audio Solutions**

   - Audio Mixers, Speaker Systems, Stereo Receivers / Equalizers, Acoustic Materials, Audio Players/Recorders (includes AM/FM Radio, MP3, CD), Amplifiers, Listening Centers, Public Address Systems (PA's), Portable Sound Systems, Duplicators, etc.

2. **Video Solutions**

   - Digital Video Recording / Playback, Equipment for Videoconferencing and Streaming, Projectors, Theater Projectors, Studio Production, Video Recording, Digital Video Disc Players, Televisions (CRT, Plasma, LCD), Television Monitors/ Monitor Receivers, TV Combo Units (DVD, BD), Camcorders, Digital Video Recorders, High Definition Cameras (Non-Security Related), Digital Video Editing Systems, Teleprompters, Duplicators, etc.

3. **Photography**

   - Digital Cameras (SLR), Camcorders, Aerial Imagining and Drones, Lenses, Tripods, Flashes

4. **Presentation and Displays**

   - Document Cameras, Monitors, Projectors, Screens, Video Walls, Inter-active Displays

5. **Production and Lighting Equipment**

   - Audio, Recording, Video, Lighting Control, Lighting Control Systems, Portable Lighting Control Systems

6. **Signal Management**

   - Radio Frequency, Meters, Monitoring Equipment, Wireless Capabilities, Transmitters, Receivers Room Controllers

7. **Visual Integration**

   - Digital Signage, Video Conferencing, Interactive Displays, Whiteboards

8. **Miscellaneous Equipment**

   - Surveillance Equipment, Power Distribution, CCTV Monitors, Fiber Optic Systems, Rigging, DJ Equipment, Fans and Coolers

9. **Accessories**

   - Microphones (wired and wireless), Headphones, Earbuds, Cables, Batteries, Switchers, Adaptors, Test Equipment, Racks and Rack Mount Equipment, A/V Lifts, Carts, Lecterns, Mounts, Carry/Storage Bags

2.5 DELIVERY AND INSTALLATION

A. If requested by a Purchasing Entity the Prospective Contractor **shall**:

1. Deliver and install AV Equipment and Supplies on Business Days between the hours of 8:00 a.m. and 4:30 p.m. Central Time unless otherwise specified in a Purchasing Entity's SOW. If installation of AV components is required, the same business hour schedule **must** be maintained.

2. Deliver and install new (not refurbished or used), undamaged AV Equipment and Supplies including but not limited to the materials associated with and required for the proper functioning of the purchased AV Equipment and Supplies.

   a. The State reserves the right to inspect all delivered AV Equipment and Supplies upon arrival.

   b. The State will not accept any used or refurbished AV Equipment or Supplies nor any having damage upon arrival.

   c. Should the State or any of the Contractor's representatives determine any component of the AV Equipment or Supplies are used, refurbished, or damaged upon arrival, the Contractor **shall** replace and reship another new and undamaged component to the Purchasing Entity at the Contractor's sole expense using express overnight delivery or other method that provides next day availability.

   d. Should all or a portion of the purchased AV Equipment/Supplies be missing from the delivery, the Contractor **shall** deliver the missing components to the State at the Contractor's sole expense using express overnight delivery or other method that provides next day availability.

3. Deliver and install the AV Equipment/Supplies with minimal disruption to the State's day-to-day operations.

4. Conduct the delivery and installation processes and procedures of the AV Equipment/Supplies in accordance with all State and Federal laws, best practices, and industry standards.

5. Provide safeguards and take all precautions necessary to prevent damage to the State's property (real and personal) during the delivery and installation of the AV Equipment/Supplies.

   a. Should damage occur to the State's personal or real property during the delivery and installation of the AV Equipment/Supplies, the Contractor **shall** replace the damaged real or personal property at the Contractor's sole expense.

6. Be solely responsible for any loss, damage, or destruction of their own property and that of any equipment and materials used in conjunction with the delivery and installation of the AV Equipment/Supplies.

2.6 <u>TRAINING</u>

A. As requested, the Prospective Contractor **shall** provide on-site training to Purchasing Entities sufficient to equip end users with a working knowledge of the AV Equipment/Supplies purchased including, but not limited to the following:

   1. A complete and detailed overview of AV Equipment and Supplies such as the installed software, hardware, and accessories

   2. AV equipment, supplies, and/or system functionality including but not limited to the following as applicable:

      a. Automation Functionality

      b. Programming Functionality

      c. Operations/Technical Functionality

      d. Other functionalities as appropriate

   3. Complete overview of the following:

      e. Maintenance/Service requirements and procedures

      f. Manufacturer's warranty, procedures, and exclusions

      g. Installation warranty and procedures

B. The Contractor **shall** supply documentation to the Purchasing Entity relating to the AV Equipment/Supplies purchased. At a minimum, the Contractor **shall** supply the following at the time of delivery and/or installation or as applicable:

1. Operation manual(s)
2. Specification list(s)
3. Manufacturer's Warranty
4. Installation Warranty
5. AV System diagrams including interconnection diagrams
6. Wire List(s)
7. Connector details
8. Configuration documents
9. Technical equipment list(s)
10. Cable run list(s)
11. Other documentation as applicable

2.7 SUBSTITUTIONS

A. In the event a substitution to the AV equipment and supplies as listed on the Prospective Contractor's Audio/Visual Equipment Offering Form is needed, the Prospective Contractor **shall:**

1. Only make substitutions to AV Equipment and Supplies twice per year during the dates below:
   a. June 1 – June 15
   b. December 1 – December 15
2. Complete a Substitution Request Form for each substitution and submit to OSP's Contract Administrator. A sample Substitution Request Form is listed as Attachment B to this RFQ. The form to be utilized during the term(s) of the QVL will be provided to the Prospective Contractor at the time QVL is issued.
3. Attach a copy of the Manufacturer's product specifications sheet for the original item and the substitution item and include with the Substitution Request Form.
4. Provide a Substitution Request Form for each type of AV Equipment the Prospective Contractor is requesting substitution for.
5. Only provide substitutions that meet or exceed the minimum specifications of the original item and those that are functionally equivalent to or better than the original item.
6. Provide the substitution at the same or lower cost or at same or greater discount as the item being substituted.
7. If in response to a SOW, provide the Purchasing Entity with an opportunity to accept/reject the substitution of any item listed on their original purchase order(s). Should the Purchasing Entity find the substituted equipment unacceptable, the Purchasing Entity reserves the right to cancel the original purchase order(s).
   a. All substitutions for awarded contract items **must** be submitted in writing to OSP's Contract Administrator by the Contractor on the Substitution Request Form and **must** include evidence of the Purchasing Entity's approval of the substitution. Substitutions will not be included on the contract unless and until approved by OSP.

B. Substitutions must be intended for the duration of the contract and affect all AV Equipment ordered after the effective date.

C. Substitutions submitted to OSP's Contract Administrator will be reviewed for approval, and if approved, will be effective on the first business day of the month following approval.

D. The Purchasing Entity reserves the right to determine acceptability of new products offered and substitutions requested.

2.9 REPORTS

A. Should a Prospective Contractor be awarded a contract under the terms of the resulting QVL, then the Contractor so awarded **shall** provide OSP with the reports specified herein.

B. For Term Contracts awarded, the Contractor **shall** provide reports on a quarterly basis for all Term Contracts initialed during the quarter being reported. The Contractor **shall** submit reports for Term Contracts on the first Business Day of the month of the quarter immediately following the quarter during which the contract was awarded. For example, if a contract is awarded in February of Quarter 1, the Contractor would submit the report for Quarter 1 on the first Business Day in April (beginning of Quarter 2).

1. The quarters are:

   a. Quarter 1: January – March

   b. Quarter 2: April – June

   c. Quarter 3: July – September

   d. Quarter 4: October – December

2. The Contractor **shall** include the following information in the quarterly reports for a Term Contract:

   a. Name of Purchasing Entity

   b. If a State Agency, the Purchase Orders Number and the Outline Agreement Number

   c. Total dollar amount of Purchasing Entity spend during the preceding quarter

   d. Type, brand name, and model number of A/V Equipment and/or Supplies purchased by Purchasing Entities during the preceding quarter

   e. Total number of SOWs to which the Contractor responded during the preceding quarter

   f. MSRP Price and Contract price for each type of A/V Equipment and/or Supplies provided.

   g. Total number of service calls provided

   h. Total number or warranty repairs provided

C. For Firm Contracts awarded (one-time purchases), the Contractor **shall** provide OSP with a report at the time the Contractor submits an invoice to the Purchasing Entity for payment. The Contractor **shall** include the following information in each report submitted:

1. Name of Purchasing Entity

2. If a State Agency, the Purchase Orders Number

3. Type, brand name, and model number of A/V Equipment and/or Supplies purchased by Purchasing Entities

4. MSRP Price and Contract price for each type of A/V Equipment and/or Supplies provided.

D. The Contractors **shall** submit the reports specified herein in Excel spreadsheets to be provided by OSP upon issuance of a QVL. Example reports are listed as Attachment C (for Term Contracts) and Attachment D (for Firm Contracts) to this RFQ.

E. The Contractor **shall** submit each report via email to OSP's current Contract Administrator, Chris Reynolds at chris.reynolds@dfa.arkansas.gov. Should the contract administrator change during the term(s) of the resulting QVL, the Contractor **shall** submit each report as instructed by OSP.

F. For any field included on the report that is inapplicable, the Contractor **shall** mark the inapplicable fields as "N/A".

G. Should the Prospective Contractor fail to submit the required reports as specified herein, the State reserves the right to remove the Prospective Contractor from the QVL.

2.3 QVL ADMINISTRATION

A. OSP will administer the resulting QVL. Each year prior to the expiration date of the QVL, OSP will send a renewal notification to each Prospective Contractor listed on the QVL.

1. OSP will send the renewal notification using the email address submitted with the Prospective Contractor's *Response Packet* or using an updated email as provided by the Prospective Contractor during the term(s) of the QVL.
2. The renewal notification will contain information and/or documentation, which the Prospective Contractor **shall** provide by the deadline specified in the renewal notice and may include but is not limited to include various updated Response Submission Requirement documents (see *Response Documents*).
3. Should the Prospective Contractor fail to provide the required information and/or documentation on or before the deadline stated in the renewal notice, the Prospective Contractor will not be included on the renewed QVL. Once removed from the QVL, Prospective Contractor will only be allowed to submit the Response Packet during the subsequent renewal period the following year.

B. Throughout the term(s) of the resulting QVL, the Contractor **shall** provide OSP with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

2.11 PERFORMANCE STANDARDS

A. State law requires that all resultant contracts for services resulting from the QVL include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet for each contracted project in order to avoid assessment of damages.

B. These Performance Standards will be provided in the SOW distributed by a Purchasing Entity and may be open to negotiations prior to any resultant contract award resulting from the QVL, prior to the commencement of services, or at times throughout the QVL or contract duration.

C. The State has the right to modify, add, or delete Performance Standards throughout the term of any resultant contract from the QVL, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

D. All changes made to the Performance Standards will become an official part of any resultant contract from the QVL.

E. Performance Standards will continue throughout the aggregate term of any resultant contract from the QVL.

F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

H. Should any compensation be owed to the Purchasing Entity due to the assessment of damages, Contractor **shall** follow the direction of the Purchasing Entity regarding the required compensation process

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 RESPONSE PACKET EVALUATION

A. On a pass/fail basis, OSP will review each Response Packet submitted by the response deadline as listed on page one (1) of the RFQ to verify all Requirements have been met.

B. The resulting QVL will be comprised only of those Prospective Contractors meeting the Requirements and providing the Response Submission Requirement documents specified in this RFQ. Prospective Contractors who do not provide any one or more of the Response Submission Requirement Documents, will fail the Response Packet evaluation.

C. Prospective Contractors whose responses meet (pass) all Requirements and Response Submission Requirements of this RFQ will be included on the initial QVL.

D. Prospective Contractors whose responses do not meet (fail) any of the Requirements and Response Submission Requirements of this RFQ will not be included on the initial QVL.

E. The State Procurement Official reserves the right to reject a response if it does not meet Requirements, if any of the Response Submission Requirement documents are omitted, or if is in the best interest of the State to do so.

3.2 FUTURE LISTING ON THE QVL

A. Prospective Contractors seeking to be included on the QVL after the initial term may submit responses to this RFQ to OSP at any time during the year.

B. OSP will provide the *Response Packet* to a Prospective Contractor upon request to the Contract Administrator listed on page 1 of this RFQ or another Contract Administrator as may be determined by OSP.

C. After the initial award of the QVL, information pertaining to the submission of a Response Packet can be found on OSP's website at https://www.dfa.arkansas.gov/procurement/vendor-information/miscellaneous-bid-opportunities under *Open-Ended Request for Qualifications*.

D. The Prospective Contractor **shall** complete the *Response Packet* and **shall** submit all the information and documents to OSP as specified in the *Response Packet* in order to be evaluated for possible inclusion on the QVL.

E. OSP will evaluate any subsequent responses submitted by Prospective Contractors using the same Response Packet Evaluation technique as described herein.

F. Any responses submitted outside of the renewal period (anticipated to be May through June of each year) will be held by OSP until the subsequent renewal period of the QVL at which time the response will proceed to the Response Packet Evaluation.

G. OSP reserves the right to reject a *Response Packet* if it does not meet Requirements, if any of the Response Submission Requirement documents have been omitted, or if is in the best interest of the State to do so.

3.2 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.

B. The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the Response Packet Evaluation.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. The Contractor **shall** forward all invoices to the Purchasing Entity as requested for each project.

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.

C. Do not invoice the Purchasing Entity in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The Contractor should invoice the agency by an itemized list of charges. The Purchasing Entity's Purchase Orders Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this RFQ may contain additional Requirements for invoicing.

G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at https://www.ark.org/contractor/index.html

4.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.

2. Contract with another party to indemnify and defend that party for any liability and damages.

3. Pay damages, legal expenses, or other costs and expenses of any other party.

4. Continue a contract once any equipment has been repossessed.

5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

6. Enter a contract which grants to another party any remedies other than the following:

   a. The right to possession.

   b. The right to accrued payments.

   c. The right to expenses of deinstallation.

   d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

   e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

D. A contract is not effective prior to award being made by a State Procurement Official.

E. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss, or damage of the equipment or software while the State has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and

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

4.3 CONDITIONS OF QVL AND RESULTING CONTRACTS

A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.

B. The Contractor's liability for damages to the State will be limited to the value of the Contract or $5,000,000.00 whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.

B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 CONFIDENTIALITY

A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.

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

4.7 RFQ AND CONTRACT INTERPRETATION

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

4.8 CANCELLATION

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

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

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

4.9 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

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

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

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

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

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

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

18. **INVOICING**: The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and Purchase Orders numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the Purchase Orders.

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

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

21. **ASSIGNMENT**: Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **CLAIMS**: Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contactor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. **CANCELLATION**: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or Purchase Orders by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

    Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

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

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

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of

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

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

REVISED
RESPONSE PACKET
SP-19-0048
UPDATED: 04.22.19

RESPONSE SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION						
Company:						
Address:						
City:		State:		Zip Code:		
Business Designation:	☐ Individual ☐ Partnership	☐ Sole Proprietorship ☐ Corporation		☐ Public Service Corp ☐ Nonprofit		
Minority and Women-Owned Designation*:	☐ Not Applicable ☐ African American	☐ American Indian ☐ Hispanic American	☐ Asian American ☐ Pacific Islander American	☐ Service Disabled Veteran ☐ Women-Owned		
	AR Certification #: _____		* See *Minority and Women-Owned Business Policy*			

PROSPECTIVE CONTRACTOR CONTACT INFORMATION *Provide contact information to be used for bid solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY

☐ YES, a redacted copy of submission 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 submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

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

☐ Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's response to be disqualified.**

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

RESPONSE PACKET CHECK LIST

- ☐ Original signed Response Signature Page
- ☐ Completed Proposed Subcontractors Form
- ☐ Completed and signed EO 98-04 Contract and Grant Disclosure Form (posted as an additional document to this RFQ)
- ☐ Copy of Prospective Contractor's Equal Opportunity Policy
- ☐ Completed VPAT Form (See Technology Access in the RFQ)
- ☐ Completed Original Arkansas Business Information Form
- ☐ Completed Original Business Contact Information Form
- ☐ Completed Original Audio/Visual Equipment Offering Form
- ☐ Completed Original List of Counties Serviced Form
- ☐ Completed Original Arkansas Distributors / Additional Locations Form

- Provide a response to all fields on the forms included in the Response Packet except the *Audio / Visual Equipment Offering Form*. If a particular field is not applicable, mark "N/A" in the field.

- ***Audio / Visual Equipment Offering Form*** – Indicate the Audio/Visual Equipment and Supplies your company will offer on the QVL. Prospective Contractors are not required to offer all categories or every item within a category and are not required to mark "N/A" on inapplicable fields.

PROPOSED SUBCONTRACTORS FORM

- ***Do not*** *include additional information relating to subcontractors on this form or as an attachment to this form.*

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

☐ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

ARKANSAS BUSINESS INFORMATION FORM

· Complete all fields or mark "N/A" if not applicable

LEGAL NAME OF BUSINESS AS REGISTERED IN THE STATE OF ARKANSAS

AR BUSINESS LICENSE NUMBER:

PRIMARY MAILING ADDRESS AS REGISTERED IN THE STATE OF ARKANSAS	NUMBER OF YEARS IN BUSINESS IN AR

· Complete all fields or mark "N/A" if not applicable

PHYSICAL BUSINESS LOCATION AND ADDRESS

COMMERICAL GENERAL LIABILITY INSURANCE CARRIER NAME:

COMMERICAL GENERAL LIABILITY INSURANCE POLICY NUMBER:

EMPLOYEE LIABILITY INSURANCE CARRIER NAME:

EMPLOYEE LIABILITY INSURANCE POLICY NUMBER:

VENDOR NUMBER AS SUPPLIED BY THE STATE OF ARKANSAS

WEBSITE ADDRESS, IF APPLICABLE

CERTIFIED MINORITY OR WOMEN OWNED BUSINESS ENTERPRISE DIRECTORY LISTING NAME:

NUMBER OF EMPLOYEES	TOTAL NUMBER OF CERTIFIED EMPLOYEES	BREAKDOWN OF CERTIFIED EMPLOYEES						
		CTS	CTS-D	CTS-I	AVSP	PMP	CSP	*OTHER

**If other AV certification is held by employees, please list:*

BUSINESS CONTACT INFORMATION FORM

CONTACT NAME	CONTACT NAME TITLE	CONTACT PHONE #

CONTACT ALTERNATE PHONE #

CONTACT EMAIL ADDRESS

ALTERNATE BUSINESS CONTACT INFORMATION

CONTACT NAME	CONTACT NAME TITLE	CONTACT PHONE #

CONTACT ALTERNATE PHONE #

CONTACT EMAIL ADDRESS

Audio/Visual Equipment Offering Form

Business Name:_____

Category Number	Material Description	DO YOU OFFER? SELECT BELOW		Material Brand Name Tier 1 Brand Commercial Class	Material Brand Name Tier 2 Brand Consumer Class
E.1	**AUDIO SOLUTIONS**	**YES**	**NO**		
E.1.1	Acoustic Materials (Panels, sound damping materials)				
E.1.2	Audio Players/Recorders (includes AM/FM Radio, CD, MP3, etc.)				
E.1.3	Listening Centers				
E.1.4	Public Address Systems (mounted and handheld)				
E.1.5	Portable Sound Systems (including all-in-one systems)				
E.1.6	Audio Filters				
E.1.7	Audio Attenuator				
E.1.8	Speakers, Wired				
E.1.9	Speakers, Wireless				
E.1.10	Amplifiers				
E.1.11	Audio Mixers				
E.1.12	Duplicators				
E.1.13	Listening Centers				
E.1.14	Audio Interface				
E.1.15	Assistive Listening Systems				
E.1.16	Audio Controllers				
E.1.17	Digital to Analog Convertors				
E.1.18	MIDI Controllers				
E.1.19	Keyboards				
E.1.20	Samplers and Synthesizers				
E.1.21	Stage Boxes				
E.1.22	Telephone Audio Interfaces				
E.1.23	Audience Response Systems				
E.1.24	Audio Conferencing Equipment				
E.1.25	Other (Please List)				
E.1.2	**VIDEO SOLUTIONS**	**YES**	**NO**		
E.1.2.1	Digitial Video Recording / Playback				
E.1.2.2	Video Conferencing / Streaming Equipment				
E.1.2.3	Projectors				
E.1.2.4	Theater Projectors				
E.1.2.5	Studio Production Equipment				
E.1.2.6	Analog Video Recording				
E.1.2.7	Digitial Video Disc Players				
E.1.2.8	Televisions (non-SMART)				
E.1.2.9	Televisions (SMART)				
E.1.2.10	High Definition Cameras (non security related)				
E.1.2.11	Blu-Ray Players				
E.1.2.12	DVD Players				
E.1.2.13	Gaming Equipment				
E.1.2.14	Media Players				
E.1.2.15	Telepromters				
E.1.2.16	Duplicators				
E.1.2.17	Digitial Video Editing Systems				
E.1.2.18	Television Monitors / Monitor Receivers				
E.1.2.19	Broadcast and Studio Camcorders				
E.1.2.20	Character Generators and Graphic Solutions				
E.1.2.21	Video Editing Boards and Cards				
E.1.2.22	Video Keyers				
E.1.2.23	Video Mixers / Production Switchers				
E.1.2.24	Video Wall Systems				
E.1.2.25	Other (Please List)				

Material Description	DO YOU OFFER? SELECT BELOW		Material Brand Name Tier 1 Brand Commercial Class	Material Brand Name Tier 2 Brand Consumer Class
PHOTOGRAPHY	**YES**	**NO**		
Digital Cameras (SLR)				
Camcorders				
Aerial Imaging and Drones				
Lenses				
Tripods				
Flashes				
Photo Editing Software				
Scanners				
Photo Printers				
Darkroom Equipment				
Digital Imaging Cameras (Still)				
Other (Please List)				
PRESENTATION AND DISPLAYS	**YES**	**NO**		
Document Cameras				
Monitors				
Projectors				
Screens, Rear Projection				
Screens, Specialty				
Listening Centers / Stations				
Video Wall				
Inter-Active Displays (including "tablet" style)				
Card Readers				
Other (Please List)				
PRODUCTION AND LIGHTING EQUIPMENT	**YES**	**NO**		
Audio Control Systems				
Portable Audio Equipment				
Production Duplication				
Briadcast Processors				
Stage Boxes				
Studio Monitors				
Boom Equipment				
Lighting Control Filters and Gels				
Architectural Lighting Control Systems				
Dimmers and Dimmer Systems				
DMX Devices				
Rail Systems				
Stage and DJ Lighting				
Lighting Control Systems				
Portable Lighting Control Systems				
Sound Mixers				
Lighting Auxillary Equipment				
Lighting Control Software and Applications				
Portable Sound Mixers				
Other (Please List)				

Material Description	DO YOU OFFER? SELECT BELOW		Material Brand Name Tier 1 Brand Commercial Class	Material Brand Name Tier 2 Brand Consumer Class
SIGNAL MANAGEMENT	**YES**	**NO**		
Radio Frequency Equipment				
Meters				
Compressors and Limiters				
Extenders and Repeaters				
Equalizers				
Echo Cancellers				
Video Amplifiers				
Monitoring Equipment				
Wireless Capabilities				
Transmitters				
Receivers and Room Controllers				
Mounting Racks				
Digital Audio Converters				
Audio Switchers				
Audio Isolation Modules				
Audio Signal Generators				
Audio Distribution				
Other (Please List)				
VISUAL INTERGRATION	**YES**	**NO**		
Digital Signage				
Video Conferencing Equipment				
Wall Track Systems				
Markerboards and Easels				
Video Walls				
Interactive Displays				
Interactive Whiteboards				
Whiteboards				
Touch Boards				
Outdoor Displays and Signage				
Digital Signage Players				
Digitial Asset Manangement				
Codecs				
Other (Please List)				
DESIGN SERVICES	**YES**	**NO**		
Complete Design Projects				
Retro Fits				
Complete Install Systems and Services				
Engineering Services				
Other (Please List)				

Material Description	DO YOU OFFER? SELECT BELOW		Material Brand Name Tier 1 Brand Commercial Class	Material Brand Name Tier 2 Brand Consumer Class
MISCELLANEOUS EQUIPMENT	YES	NO		
Surveillance Equipment				
Power Distribution				
CCTV Monitors				
DJ Equipment				
Fans and Coolers				
Fiber Optic Systems				
Rigging				
Intercom Systems				
Other (Please List)				
ACCESSORIES	YES	NO		
Microphones, Wired				
Microphones, Wireless				
Microphones, Lavalier				
Microphone stands				
Headphones, Wired				
Headphones, Wireless				
Earbuds, Wired				
Earbuds, Wireless				
Lecterns				
Equipment Mounts (includes TV's, Projectors, etc.)				
Carry and Storage Bags for Equipment				
Protective Cases				
Protective Covers				
Racks, Rack Panels, and Rack Rails				
Light Stands and Booms				
Batteries				
Camera Supports, Stands, Pedestals and Stabilizers				
Mounts, Various Equipment				
Audio Test Equipment				
Computer Memory Cards				
Media Carts				
A/V Media Lifts				
Cables (Includes connecting, control, etc.)				
Speaker Stands				
Media Storage Devices				
Other (Please List)				

LIST OF COUNTIES SERVICED FORM

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

INDICATE THE COUNTIES WHERE AUDIO / VISUAL EQUIPMENT, INSTALLATION AND/OR AND SERVICES CAN BE PROVIDED *(Check ALL that apply)*

NORTHWEST		NORTHEAST		SOUTHWEST		SOUTHEAST		CENTRAL	
ALL	☐	ALL	☐	ALL	☐	ALL	☐	ALL	☐
BAXTER	☐	CLAY	☐	CALHOUN	☐	ARKANSAS	☐	FAULKNER	☐
BENTON	☐	CLEBURNE	☐	CLARK	☐	ASHLEY	☐	GARLAND	☐
BOONE	☐	CRAIGHEAD	☐	COLUMBIA	☐	BRADLEY	☐	GRANT	☐
CARROLL	☐	CRITTENDEN	☐	DALLAS	☐	CHICOT	☐	LONOKE	☐
CONWAY	☐	CROSS	☐	HEMPSTEAD	☐	CLEVELAND	☐	PERRY	☐
CRAWFORD	☐	FULTON	☐	HOT SPRING	☐	DESHA	☐	PULASKI	☐
FRANKLIN	☐	GREENE	☐	HOWARD	☐	DREW	☐	SALINE	☐
JOHNSON	☐	INDEPENDENCE	☐	LAFAYETTE	☐	JEFFERSON	☐		☐
LOGAN	☐	IZARD	☐	LITTLE RIVER	☐	LEE	☐		☐
MADISON	☐	JACKSON	☐	MONTGOMERY	☐	LINCOLN	☐		☐
MARION	☐	LAWRENCE	☐	MILLER	☐	MONROE	☐		☐
NEWTON	☐	MISSISSIPPI	☐	NEVADA	☐	PHILLIPS	☐		☐
POPE	☐	POINSETT	☐	OUACHITA	☐	PRAIRIE	☐		☐
SEARCY	☐	RANDOLPH	☐	PIKE	☐	ST. FRANCIS	☐		☐
SEBASTIAN	☐	SHARP	☐	POLK	☐		☐		☐
SCOTT	☐	STONE	☐	SEVIER	☐		☐		☐
VANBUREN	☐	WHITE	☐	UNION	☐		☐		☐
WASHINGTON	☐	WOODRUFF	☐		☐		☐		☐
YELL	☐		☐		☐		☐		☐

ARKANSAS DISTRIBUTORS / ADDITIONAL LOCATIONS FORM

Manufacturer / Business Name

Authorized Reseller / Business Name	Authorized Reseller / AR Business Address

Authorized Reseller / Business Contact Name	Authorized Reseller / Business Contact Phone #	Authorized Reseller / Business Contact Email Address

Manufacturer / Business Name

Authorized Reseller / Business Name	Authorized Reseller / AR Business Address

Authorized Reseller / Business Contact Name	Authorized Reseller / Business Contact Phone #	Authorized Reseller / Business Contact Email Address

Manufacturer / Business Name

Authorized Reseller / Business Name	Authorized Reseller / AR Business Address

Authorized Reseller / Business Contact Name	Authorized Reseller / Business Contact Phone #	Authorized Reseller / Business Contact Email Address

Manufacturer / Business Name

Authorized Reseller / Business Name	Authorized Reseller / AR Business Address

Authorized Reseller / Business Contact Name	Authorized Reseller / Business Contact Phone #	Authorized Reseller / Business Contact Email Address

Attachment A

Department of Finance and Administration
Office of State Procurement
Vendor Maintenance Request - Form OSPV100

Choose One:

◯ NEW

◯ CHANGE Vendor Number: _____

◯ DELETE Vendor Number: _____

ACCOUNT GROUP

◯ Standard Goods/Service Vendor

◯ Payroll/Garnishment/Benefit Vendor

◯ Board

◯ Agency

TAX INFORMATION

Tax ID: _____

Social Security Number: _____

VENDOR ADDRESS INFORMATION

PREVIOUS

Vendor's Name: _____

Name Continued: _____

DBA: _____

Address: _____

Address Continued: _____

City: _____

State: _____ Zip Code: _____

NEW

Vendor's Name: _____

Name Continued: _____

DBA: _____

Address: _____

Address Continued: _____

City: _____

State: _____ Zip Code: _____

VENDOR CONTACT INFORMATION

Salesperson (Optional):

Telephone Number: Fax Number:

Email Address:

DIRECT DEPOSIT INFORMATION (Enter only if required by Vendor)

Please submit a copy of the voided check.

◯ Add ◯ Change ◯ Cancel

Bank Name: Account Type: ☐ Checking ☐ Savings

Bank Routing #: Bank Account #:

Account Holder:

(List Bank Acct. holder, if different from Vendor)

PAYMENT TERMS

Payment Terms: Select Option Below

1099 REPORTABLE

Exemption Codes: Select Option Below

DISABLED WORK CENTER

☐ Check here if vendor is a licensed or certified work center.

PARTNER INFORMATION

Partner Vendor Number:

◯ Physical Address ◯ Remittance Address

AGENCY CONTACT INFORMATION

Requester's Name:

Email Address:

Telephone #: Fax #:

Purchasing Org. #: Agency Name:

Agency Address:

City: State: Zip Code:

☐ Check here if agency has a hard copy of W-9.

The Arkansas Economic Development Commission (AEDC), Minority and Women-Owned Business Enterprise (MWBE) division will designate vendors as minority, women-owned, or service-disabled veteran-owned minority business enterprises. If you have questions about this designation or need a designation added/updated, contact the MWBE division of AEDC at VendorMaintenance@ArkansasEDC.Com.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

◯ Individual/sole proprietor or single-member LLC ◯ C Corporation ◯ S Corporation ◯ Partnership ◯ Trust/estate

◯ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

◯ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ___

or

Employer identification number

___ – ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment B - Substitution Request Form

Instructions

Substitutions **must** intended for the duration of the contract and affect all equipment ordered after the effective date. All substitutions **must** meet the minimum specifications of the original equipment. All substitutions **must** be functionally equivalent to or better than, the original item and **must** be provided at the same or lower cost; or at same or greater discount for purchases. The Contractor **shall** only submit substitutions twice per year, June 1 - June 15 or December 1 - December 15.

Vendor Name: _____ **Date Submitted:** _____

AV Equipment Type: _____

Current Model Number: _____ **Current Cost:** $ -

New Model Number: _____ **New Cost:** $ -

Does new model meet minimum specs? _____

Contractor must attach documentation for the original item and the substitution item to verify minimum specifications when submitting this form to OSP. If for a Purchase order or Outline Agreement resulting from a contract award, Contractor must attach documentation from the agency verifying their approval of the substitution when submitting this form to OSP.

OSP Buyer Name: _____ **Date Approved:** _____

Vendor Website Link Updated: _____

ATTACHMENT C

AUDIO VISUAL TERM CONTRACT QUARTERLY REPORT

STATE CONTRACT NUMBER: SP-19-0048

CONTRACTOR NAME:_____

OUTLINE AGREEMENT NUMBER: _____

QUARTER NUMBER:_____ DATE REPORT SUBMITTED:_____ REPORT SUBMITTED BY:_____

AGENCY PURCHASE ORDER NUMBER	STATE AGENCY OR POLICTICAL SUBDIVISION NAME	TYPE OF AV EQUIPMENT SUPPLIED BY CONTRACTOR DURING THE QUARTER	BRAND NAME OF AV EQUIPMENT	MODEL NUMBER OF AV EQUIPMENT	MSRP PRICE OF EQUIPMENT	CONTRACT PRICE OF EQUIPMENT	QUANTITY OF EQUIPMENT	TOTAL PRICE OF EQUIPMENT

TOTAL NUMBER OF SOWS RESPONDED TO DURING QUARTER	TOTAL NUMBER OF SERVICE CALLS DURING QUARTER	TOTAL NUMBER OF WARRANTY REPAIRS DURING QUARTER

TOTAL DOLLARS SPENT FOR EQUIPMENT OR SERVICES

When completed email to: [illegible]

ATTACHMENT D

AUDIO VISUAL FIRM CONTRACT REPORT

STATE CONTRACT NUMBER: SP-19-0048

CONTRACTOR NAME:_____

PURCHASE ORDER NUMBER: _____

DATE REPORT SUBMITTED:_____ REPORT SUBMITTED BY:_____

STATE AGENCY OR POLICTICAL SUBDIVISION NAME	TYPE OF AV EQUIPMENT SUPPLIED BY CONTRACTOR DURING THE QUARTER	BRAND NAME OF AV EQUIPMENT	MODEL NUMBER OF AV EQUIPMENT	MSRP PRICE OF EQUIPMENT	CONTRACT PRICE OF EQUIPMENT	QUANTITY OF EQUIPMENT	TOTAL PRICE OF EQUIPMENT

TOTAL DOLLARS SPENT ON EQUIPMENT OR SERVICE

When completed email to: [illegible]

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: ☐ Yes ☐ No SUBCONTRACTOR NAME:

TAXPAYER ID NAME: IS THIS FOR: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS:

CITY: STATE: ZIP CODE: COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ **None of the above applies**

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____