



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

INVITATION FOR BID

IFB Number: SP-16-0156	Buyer: Terrance Farmer
Commodity: Audio Mixer, 16 Channel	Bid Opening Date: February 23, 2016
Agency: Arkansas Educational Television Network	
Date Issued: February 8, 2016	Bid Opening Time: 2:00 p.m., Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

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

Name (type or print): _____ Title: _____

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

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one):

Individual []	Sole Proprietorship []	Public Service Corp []
Partnership []	Corporation []	Government/ Nonprofit []

TYPE OF CONTRACT:	FIRM
AGENCY P.R. NUMBER	1000730977

1. MINORITY BUSINESS POLICY

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

Check minority type: African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement **shall** maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. TECHNOLOGY ACCESS

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 Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) 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:

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; Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; 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; Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact; Integrating into networks used to share communications among employees, program participants, and the public; and 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor **must** provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency **must** procure the product that best meets the standards or provide written documentation supporting selection of a different product.

4. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent'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: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

5. ALTERATION OF ORIGINAL IFB DOCUMENTS

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

6. REQUIREMENT OF AMENDMENT

- A. This Bid Solicitation **shall** be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. There be no addenda to a Bid Solicitation three (3) calendar days prior to the bid opening, unless the addenda extends the bid opening date or cancels the bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

7. DELIVERY OF RESPONSE DOCUMENTS

In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.

8. ADDITIONAL TERMS AND CONDITIONS

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

9. ANTICIPATION TO AWARD:

- A. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
- B. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
- C. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

D. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

10. PAST PERFORMANCE:

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

11. VISA ACCEPTANCE:

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

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

C. VISA is not the exclusive method of payment.

12. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

13. CURRENCY

All bid pricing **must** be United States dollars and cents.

14. LANGUAGE

Bids **shall** only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Educational Television Network (AETN) to obtain pricing and a contract for one new audio console with a 16 channel digital mixer board.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Terrance Farmer at 501-371-6065 or Terrance.Farmer@dfa.arkansas.gov.

1.3 CAUTION TO BIDDERS

- A. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein initiate all contact.
- B. Vendors **must** submit one (1) signed original IFB response on or before the date specified on page one. Vendors should submit one (1) complete copy (marked copy) and one (1) electronic copy of the IFB response on or before the date specified on page one. Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they **must** be delivered within twenty-four (24) hours of request.
- C. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **shall** be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor to submit bid(s) on or before the deadline established by the issuing office.
 2. Failure to sign an Official Bid Document.
 3. Failure to complete the Official Bid Price Sheet(s).
 4. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 5. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.

1.5 TYPE OF CONTRACT

- A. Any resultant contract of this Bid Solicitation **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract **shall** be a FIRM contract.

1.6 **PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to the:

AETN

350 S. Donaghey Ave.

Conway, AR. 72034

Attention: Accounts Payable

- A. Payment **shall** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency.
- B. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment **must** be made only after the contractor has successfully satisfied the Arkansas Educational Television Network (AETN) as to the goods and/or services purchased.
- C. Vendors should invoice AETN by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.
- D. Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

1.7 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 **RESERVATION**

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.9 **PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor **shall** be required to assume prime contractor responsibility for the contract and **shall** be the sole point of contact with regard to all commodities, services and support. If any part of the work **must** be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.10 **CONTRACT INFORMATION**

A. The State of Arkansas may not contract with another party:

1. Upon default, to pay all sums to become due under a contract.
2. To pay damages, legal expenses or other costs and expenses of any party.
3. To continue a contract once the equipment has been repossessed.
4. To conduct litigation in a place other than Pulaski County, Arkansas
5. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.11 CONDITIONS OF CONTRACT

The vendor(s) **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

1.12 STATEMENT OF LIABILITY

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

1.13 AWARD RESPONSIBILITY

The State Procurement Official **shall** be responsible for award and administration of any resulting contract(s).

1.14 PUBLICITY

News release(s) by a vendor(s) pertaining to this IFB or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official **shall not** initiate any publicity relating to this procurement action before the contract award is completed.

1.15 AWARD CRITERIA

Award **shall** be made on the basis of lowest bid.

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 **COST**

All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated cost for the goods being bid. Bid pricing **must** be valid for 60 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State **shall not** be obligated to pay any costs not identified on the Official Bid Price Sheet(s)
2. Any cost not identified by the bidder but subsequently incurred in order to achieve delivery **shall** be borne by the bidder.

1.18 **DELIVERY: FOB DESTINATION**

AETN
350 S. Donaghey Ave.
Conway, AR. 72034

The agency requests delivery within 90 days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery 90 days after receipt of order.

All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.19 **ACCEPTANCE STANDARDS**

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

1.20 **CANCELLATION**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 SPECIFIC REQUIREMENTS

2.1 GENERAL REQUIREMENTS

Arkansas Educational Television Network seeks to purchase a new audio digital mixer board. The mixer **shall** be designed specifically for Television Broadcasting.

- A. The mixer **must not** exceed 60 inches in width.
- B. The mixer **shall** be fitted with legs or a stand to make it free standing.
- C. The mixer **shall** accept digital Audio Engineering Society (AES) audio, analog microphone level, and analog line level stereo signals.
- D. The mixer **must** have both analog and AES outputs, and separate outputs for control room and studio monitor levels.
- E. The mixer **must** operate from 120V 60hz U.S. power supply with U.S. IEC connectors.
- F. Mixer **shall** have minimum 32 audio faders available at one time on the physical control surface.
- G. Mixer **shall** have input audio level LED VU indicators available next to the faders.
- H. Mixer **shall** have minimum 32 analog microphone/stereo line level inputs.
- I. Mixer **shall** have minimum 16 AES digital inputs via 110 ohm XLR connectors.
- J. Mixer **shall** have minimum 16 analog line outputs at +4 dBm.
- K. Mixer **shall** have minimum 8 digital outputs -20 dBfsk.
- L. Mixer **shall** have minimum 6 SDI inputs with de-embedding.
- M. Mixer **must** have MADl network system available for adding future remote stage box I/O.
- N. Mixer **shall** have minimum 4 Auxiliary busses.
- O. Mixer **shall** have minimum 2 mix minus busses for feeding telephone hybrid and Interruptible Fold Back (IFB) system.
- P. Mixer **must** have pre-fade listen cue system on each fader strip.
- Q. Mixer **must** have a main and backup (redundant) power supplies.
- R. Mixer **must** have a spare CPU or processor control board.
- S. Mixer **must** have metering overbridge if not supplied as standard.
- T. Mixer **shall** have use XLR style Input/Output (I/O) connectors for analog signals.
- U. Mixer **must** have remote MADl stage box with 16 analog inputs and outputs, and 8 AES in/outs.
- V. Mixer **must** have three (3) year warranty with telephone 24x7 tech support.
- W. Mixer **shall** have minimum three (3) day commissioning and training.
 - a. Commissioning period **shall** include installation, board verification, and completed training.
 - b. A minimum of six (6) people **shall** be trained. The Senior Engineers will determine when the personnel are effectively trained. There will be no additional training after that period.
 - c. The training **shall** be held at the AETN facilities on the selected mixer.

2.2 PRODUCT SPECIFICATIONS

HQ Mic I Line Input Module	Conditions I Details	Value
General Conditions:	Gain Setting 15 dBu 0 dBFS unless otherwise noted (electronically balanced) for 0 dBFS (adjustable in steps of 1 dB)	
Input Impedance		3.6 k Ω
Gain		
Maximum Input Level	-11dB gain, Rsource = 600 Ω	+26 dBu
	0 dB gain, Rsource = 150 Ω	+15 dBu
Frequency Response	20 Hz to 20 kHz, 40 dB gain	+0 / -0.9 dB
	30 Hz to 20 kHz, 40 dB gain	+0 / -0.6 dB
THD + Noise	1kHz, -1 dBFS	< -87 dB
	1 kHz, -9 dBFS (nominal level)	< -94 dB
	20 Hz to 20 kHz, -30 dBFS	< -102 dBFS
Equivalent Input Noise I Noise Figure (NF)	Ri = 200 Ω , gain = 60 dB	-127.6 dBu / NF = 2
Crosstalk	1kHz	< -100 dB
Input Delay		12 samples 250 μ s @ 48 kHz
Common Mode Rejection Ratio (CMRR)	30 Hz to 20 kHz, all gain settings	> 46 dB
	1kHz, -11dB to +26 dB gain	60 dB typ.
Line Output Module	Conditions / Details	Value
Output Impedance	(electronically balanced)	50 Ω
Frequency Response	20 Hz to 20 kHz	+0 dB / -0.3 dB
THO + Noise	-1 dBFS, 1 kHz	-90 dB
	-30 dBFS, 20 Hz to 20 kHz	-103 dB
Crosstalk	1kHz	-115 dB
Output Level	RL = 600 Ω ; globally adjustable with hardware switches (steps: +24, +22, +20, +18, +15, +12, +9, +6 dBu)	+6 to +24 dBm for 0 dBFS
Output Delay		10.4 samples

217 μ s @ 48 kHz

AES/EBU Input/Output Module	Conditions / Details	Value
Input/Output Impedance Input Sensitivity Output Level THD + Noise SRC Range	into 110 Ω	110 Ω min. 0.2 VRMS 4.0 VRMS max.-115 dB 22-108 kHz
Power Supply	Conditions / Details	Value
Primary Input Voltage Range	Power supply auto-ranging, with power factor correction {PFC}; EN/UL approved	100 to 240 V AC \pm 10% 50 to 60 Hz
Power Consumption, Studer Vista 1	22-fader version, incl. GC screen 32-fader version, incl. GC screen	190 W typ., 250 W peak 220 W typ.,300 W peak
Ambient Conditions	Details	Value
Operating Temperature Range Relative Humidity	non- condensing	(-)5 to 45°C / 23 to 113 °F 95%
Weights (approx.)	Details	Value
Studer Vista 1	22-fader version, incl. GC screen 32-fader version, incl. GC screen	55 kg / 121 lbs 59 kg / 130 lbs

OFFICIAL BID PRICE SHEET

ITEM

PRICE

1. Audio Mixer meeting all requirements of this IFB.

\$ _____

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a 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:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will 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 are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt

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of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the

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bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.