



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

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0041	Solicitation Issued:	January 17, 2019
Description:	Advertising and Marketing Services		
Agency:	Arkansas State Police		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	February 15, 2019	Proposal Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	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 Proposal (RFP) on behalf of the Arkansas State Police (ASP) to obtain proposals and a contract for Comprehensive Advertising and Marketing Services.

ASP is looking to identify an advertising and marketing firm with a proven record of success in traffic safety advertising to develop, conduct, and manage a Statewide Highway Safety Media Plan for the Arkansas Highway Safety Office (HSO) of ASP. ASP-HSO's safety program is funded by State and Federal highway safety funds and other resources to save lives and reduce injuries on all of the State's roadways.

The anticipated annual budget is \$1,900,000, with \$1,500,000 expected to be used for paid media; however, a resulting contract does not guarantee this budget amount or advertising and marketing volume.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is June 1, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

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

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *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. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal," "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "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.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing."
 - A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. E.O. 98-04 – *Contract and Grant Disclosure Form*. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *2019 NHTSA Certifications and Assurances Agreement*. (See RFP Item 2.4.A.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

1. In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
 - a. Additional Copies of the *Technical Proposal Packet*
 - i. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - ii. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
 - iii. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - iv. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
 - b. Additional Copies of the *Official Bid Price Sheet*

- i. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - ii. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing."
 - iii. Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
- c. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
- *Proposal Signature Page*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.
 - *2019 NHTSA Certifications and Assurances Agreement*.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before January 23, 2019, to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on January 30, 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 submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.

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

1.11 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet(s)* only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. All fees associated with providing the services outlined in this RFP, including but not limited to travel expenses, conference attendance, media purchases, and marketing material **must** be included in the pricing.
- C. To allow time to evaluate proposals, prices **must** be valid for ninety (90) days following the proposal opening.
- D. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." DO NOT submit any ancillary information not related to actual pricing on the *Official Bid Price Sheet* or in the sealed pricing package.
- E. Prospective Contractor(s) **shall** fill in all blue-shaded boxes on the *Official Bid Price Sheet*.
- F. Table 1 of the *Official Bid Price Sheet* is market basket pricing which includes the key services that will cover the bulk of the annual contract services.
1. Amounts entered in Table 1 will automatically multiply and be totaled in the Extended Estimated Cost Per Year boxes.
 2. The total of the Extended Estimated Cost Per Year boxes will automatically be calculated in the Grand Total Estimated Cost Per Year box on Table 1 of the *Official Bid Price Sheet*.
 3. The *Official Bid Price Sheet* is designed for direct cost comparison purposes and should not be interpreted as the actual number of hours for the resulting contract.
 4. The actual number of hours for these services may be more or less than shown on the *Official Bid Price Sheet*.
 5. Pricing for any remaining services will be negotiated prior to contract award.
- G. Tables 2 and 3 of the *Official Price Sheet* are percentage-based commission costs.
1. Amounts entered in Tables 2 and 3 **must** be entered as percentages.

1.13 **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.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **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 *Technical Proposal 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 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 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 any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.17 **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 proposal opening may extend the opening date and time 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 proposal opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at 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 contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.19 **PRESENTATIONS**

- A. The Prospective Contractors with the top three (3) Total Technical Scores after the completion of the technical proposal evaluation may be contacted by OSP to schedule a presentation and, if requested, **shall** deliver a presentation in person at the Office of State Procurement. The option for requiring presentations is at the discretion of ASP-HSO.
 1. Qualifying Prospective Contractors will receive official notification from OSP regarding specific scheduling and presentation requirement details approximately two (2) weeks prior to the proposed presentation date.
 2. The Account Manager to be assigned to the ASP-HSO contract **shall** be present for the presentation.
 3. All other key personnel to be assigned to the ASP-HSO contract should also be present for the presentation.
- B. Qualifying Prospective Contractors **shall** be responsible for providing any and all audio/visual or other equipment necessary for the presentation.
- C. Qualifying Prospective Contractors **shall** be responsible for all expenses associated with the presentation, including travel and preparation expenses.
- D. Qualifying Prospective Contractors **shall not** discuss or include pricing in the presentation.

E. Presentations will not consist of a question and answer session.

1.20 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 *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

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

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

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

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

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

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

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

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

1.24 PAST PERFORMANCE

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

1.25 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 proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.28 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas State Police (ASP) to obtain proposals and a contract for Comprehensive Advertising and Marketing Services.

The mission of ASP is to protect human life and property in the State by providing the highest quality of law enforcement services to the public, which includes promoting highway safety policies and practices that assure safety for Arkansas' motorists. Highway safety is administered through the Arkansas Highway Safety Office (HSO) and is critical to ASP's mission.

ASP is looking to identify an advertising and marketing firm with a proven record of success in traffic safety advertising to develop, conduct, and manage a Statewide Highway Safety Marketing Plan as part of its behavioral Highway Safety Program.

The Highway Safety Marketing Plan will include coordinating media, highway safety communications, and public education activities to influence the public to behave more safely in traffic. ASP-HSO's Highway Safety Program is funded by State and Federal highway safety funds and other resources to save lives and reduce injuries on all of the State's roadways.

ASP-HSO primarily uses National Highway Traffic Safety Administration's (NHTSA) national campaign slogans such as "Drive Sober or Get Pulled Over" and "Click It or Ticket" as part of its efforts to decrease impaired driving and promote safety belt usage, and to meet NHTSA's High Visibility Enforcement mobilization grant criteria.

These national campaigns use multiple media opportunities to inform, persuade, and motivate the public (specifically Arkansans at high risk for traffic death and injury) to change attitudes and behaviors towards highway safety. Additional campaigns may include social norming initiatives to boost year-round awareness of the core campaign messages and may focus on motorcycle safety, distracted driving, teen driving safety, pedestrian and bicycle safety, and child passenger safety awareness.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

A. Arkansas Highway Safety Office

The Arkansas Highway Safety Office administers Federal highway funds from NHTSA and oversees Highway Safety Program efforts supported by these funds for the State. Each year the ASP-HSO prepares a data-driven Highway Safety Plan based on traffic crash statistics that identifies the State's traffic related safety problems, establishes highway safety goals and objectives, and recommends programs and projects for funding during the year that are most effective in reducing traffic fatalities, injuries, and crashes.

The Highway Safety Plan is a State document, coordinated with the State's Highway Safety Program that the State submits each fiscal year as its application for highway safety grants. The Highway Safety Plan describes the strategies and projects the State plans to implement and the resources from all sources it plans to use to achieve its highway safety performance targets. The 2018 Highway Safety Plan, which includes various highway safety partners and program goals, has been provided for reference as *Attachment A: AR FY18 Highway Safety Plan*.

The ASP-HSO provides leadership and innovation in partnership with traffic safety advocates, professionals, and organizations to develop and implement the Highway Safety Plan. The ASP-HSO also prepares an Annual Report that outlines progress made toward reaching established highway safety goals.

The ASP-HSO enlists evidence-based strategies to address the main causes of highway injuries and deaths. These strategies include:

- Utilizing high visibility enforcement of traffic safety laws publicized through paid and earned media support.
- Using traffic related data to identify and target high risk populations and areas.
- Creating and developing partnerships to magnify its efforts.

Research has determined that certain populations are at highest risk for traffic death and injury. ASP-HSO campaigns target those populations which include but are not limited to:

- Male drivers between the ages of eighteen (18) and thirty-four (34).
- Teenage drivers.
- Individuals driving without a safety belt.
- Individuals driving under the influence of alcohol or other drugs.
- Minority populations.

ASP-HSO's successful outcomes include:

- Passing legislation to make Arkansas' seat belt law a primary law.
- Passing a Graduated Driver's License Law to protect teenage drivers.
- Reduced drunk driving rates.
- A steady increase in Arkansas' seat belt use rate.

B. **Arkansas Highway Safety Program**

The Highway Safety Act of 1966 was enacted to provide grant funds to States for the purpose of reducing highway fatalities, injuries, and crashes. The Act provides grant funds to States, Indian Nations, and territories each year according to a statutory formula based on population and road mileage. The grant funds support State planning to identify and quantify highway safety problems, provide start-up or "seed" money for new innovative programs, and give new direction to existing safety programs. The Act also provides that each Governor appoint a representative to administer the State Highway Safety Program.

The Highway Safety Program includes the planning, strategies, performance measures, and general oversight and management of highway safety strategies and projects to address highway safety problems in the State.

C. **High Visibility Enforcement Mobilizations**

The primary focus of High Visibility Enforcement activities has been a key ingredient to the success in reducing traffic related injuries and fatalities in Arkansas and across the nation. High Visibility Enforcement is defined as periodic high intensity and sustained enforcement efforts supported by a coordinated media publicity plan. It is critical to let the population know, through appropriate and aggressive communication strategies, that law enforcement agencies are actively enforcing specific traffic safety laws, such as safety belt laws, child restraint laws, and Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) laws, and that officers are seen by the driving public undertaking these enforcement activities.

"Click It or Ticket" and "Drive Sober or Get Pulled Over" are examples of national High Visibility Enforcement mobilizations developed by the NHTSA that were coordinated by the ASP-HSO in Arkansas. Research in traffic safety has shown that integrated marketing communication campaigns that combine strong mass media advertising, strong enforcement, significant publicity about that enforcement, and strong community involvement are the most effective. This includes a diverse mix of paid media, sponsorships, public relations, collateral and promotional materials, and grassroots outreach to inform the public about the mobilization.

To track outcomes of the public awareness campaigns, the University of Arkansas conducts an annual Statewide telephone survey and Statewide seat belt observational survey. Excerpts are available in ASP-HSO's annual reports, and the 2018 Highway Safety Annual Report has been provided for reference as *Attachment B: AR FY18 Highway Safety Annual Report*.

Arkansas' mobilization schedule is available at www.asp.arkansas.gov/hso/hso_index.html. More information about traffic safety programs can be obtained by visiting www.trafficsafetymarketing.gov and www.nhtsa.gov.

2.3 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. Prior to award, the Prospective Contractor **shall** be authorized to do business in the State of Arkansas.
- B. The Prospective Contractor **shall** be an advertising, marketing, and public relations firm located in the United States.
 1. The required services outlined in this RFP **must** be performed from within the United States.
- C. The Prospective Contractor **shall** have a minimum of five (5) years of experience in traffic safety advertising.

1. This experience may be fulfilled by proposed subcontractors submitted on the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- D. The Prospective Contractor **shall** have a minimum of five (5) years of experience with public information-oriented, education-oriented, and awareness-oriented advertising and marketing campaigns and social-norming methods.
 1. This experience may be fulfilled by proposed subcontractors submitted on the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- E. The Prospective Contractor **shall** have experience in multi-channel marketing, advertising, strategic planning, creative conceiving, copywriting, media planning and buying, social and digital media, website hosting, and public relations with similar large-scale project development and implementation.
 1. This experience may be fulfilled by proposed subcontractors submitted on the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- F. The Prospective Contractor **shall** have experience with traffic safety best practices in public relations campaign management and should have experience in Arkansas' media markets.
 1. This experience may be fulfilled by proposed subcontractors submitted on the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- G. Within thirty (30) days of award, the Account Manager to be assigned to the ASP-HSO account **shall** be physically located in an office in the greater Little Rock metropolitan area.
 1. The Account Manager should have a minimum of five (5) years of experience in traffic safety advertising, public information-oriented, education-oriented, and awareness-oriented advertising and marketing campaigns and social-norming methods.
 2. The Account Manager should have experience in multi-channel marketing, advertising, strategic planning, creative conceiving, and public relations with similar large-scale project development and implementation.
 3. The Account Manager should have experience with traffic safety best practices in public relations campaign management and should have experience in Arkansas' media markets.
 4. The Account Manager **shall** be organized and able to work within specified deadlines.
- H. Within thirty (30) days of award, the Media Buyer to be assigned to the ASP-HSO account **shall** be physically located in an Arkansas office.
 1. The Media Buyer should have a minimum of five (5) years of experience in traffic safety advertising, public information-oriented, education-oriented, and awareness-oriented media buying.
 2. The Media Buyer should have experience media planning and buying with similar large-scale project development and implementation.
 3. The Media Buyer should have experience in negotiating added-value and should have experience in Arkansas' media markets.
- I. The Prospective Contractor **shall not** have potential, pending, or ongoing litigation (criminal or civil), nor any bankruptcy petitions pertaining to the Prospective Contractor's company that impacts and/or has the potential to impact the Prospective Contractor's ability to effectively and impartially honor the terms of any contract resulting from this RFP.
 1. Throughout the term(s) of any resultant contract, the Contractor **shall** notify ASP-HSO immediately upon knowledge of any such litigation or bankruptcy petition.
 2. During the duration of any resultant contract, the State reserves the right, in its sole discretion, to determine if any actual and/or potential conflict(s) of interest, litigation, and/or bankruptcy petition disclosed by the Contractor will directly conflict, impact, and/or prevent the Contractor from effectively and impartially honoring the terms of the contract resulting from this RFP.

2.4 GENERAL REQUIREMENTS

- A. Prior to award, and within two (2) business days of OSP's request, the Prospective Contractor and all subcontractors **shall** sign and submit the *2019 NHTSA Certifications and Assurances Agreement* via email to the OSP buyer. (See *Attachment C—2019 NHTSA Certifications and Assurances Agreement*.)
1. The Contractor and all subcontractors **shall** sign and submit the *NHTSA Certification and Assurances Agreement* to the ASP-HSO Program Administrator or the Program Administrator's designee each year upon ASP-HSO request.
 2. The Contractor and all subcontractors **shall** comply with all requirements of the *NHTSA Certificates and Assurances Agreement* during the entire duration of the contract.
 3. The *2019 NHTSA Certification and Assurances Agreement* may be submitted with the *Bid Response Packet*.
- B. Throughout the term(s) of any contract resulting from this RFP, and as requested by ASP-HSO and/or required by law, the State reserves the right to add any advertising or marketing services offered by the Contractor under the scope of this RFP.
1. If pricing for these services is not already submitted on the *Official Bid Price Sheet*, the Contractor **shall** negotiate pricing with ASP-HSO if and when the services are added.
 2. Pricing **must** be consistent with current contract pricing for similar services and **must** be agreed upon in writing between ASP-HSO and the Contractor prior to implementation of the service.

2.5 HIGHWAY SAFETY MARKETING PLAN REQUIREMENTS

- A. The Contractor **shall** develop and implement a year-long, research-based, strategic, and comprehensive Statewide Highway Safety Marketing Plan (Plan) for each year of any resultant contract.
1. As part of the Plan, the Contractor **shall** develop, conduct, and manage Statewide earned and paid media public awareness campaigns as specified by ASP-HSO.
 2. The Plan will be utilized by ASP-HSO staff to monitor the impact of specific campaigns.
- B. The Contractor **shall** submit Plan components and campaign strategies to ASP-HSO for approval by the date specified by ASP-HSO of each fiscal year.
1. The format and manner in which the Plan **must** be submitted will be negotiated after contract award with ASP-HSO having final approval on all submission requirements.
- C. The Contractor **shall** specify measurable objectives and performance indicators within the Plan.
- D. The Contractor **shall** determine and recommend the best strategies for reaching the target audience and achieving the greatest overall impact for saving lives and preventing injuries on Arkansas roadways.
- E. The Contractor **shall** submit proposed allocations for media, highway safety communications, public education activities, and any other public awareness initiatives specified by ASP-HSO with allocation amounts categorized by media type and market within timeframes and in a format and manner approved by ASP-HSO.
- F. The Contractor **shall** coordinate, create, test, produce, place, and manage all media, highway safety communications, public education activities, and any other public awareness initiatives specified by ASP-HSO that include a diverse mix of paid and earned media, social and digital media, sponsorships, printed promotional materials, and grassroots outreach.
- G. The Contractor **shall** create campaigns using multiple media opportunities as requested by ASP-HSO, including but not limited to:
1. Brochure design and production.
 2. Color magazine ad production and placement.
 3. Newspaper ad production and placement.
 4. Radio & television ad production and placement.
 5. Annual report design and production.

6. Poster design and production.
 7. Feature article.
 8. News release.
 9. Social media.
 10. Website hosting and redesign.
- H. The Contractor **shall** provide measurable evaluation methods to ASP-HSO for campaign outcomes.
- I. Specified campaigns **must** comply with the NHTSA's High Visibility Enforcement mobilization grant criteria including using the "Drive Sober or Get Pulled Over" and "Click It or Ticket" campaign slogans.
- J. Specified campaigns **must** focus on:
1. Decreasing impaired driving.
 2. Increasing safety belt use.
 3. Reducing speeding.
- K. Specified campaigns **must** target Arkansans at high risk such as male drivers aged eighteen (18) to thirty-four (34) and teenage drivers.
- L. Specified campaigns **must** be designed to change attitudes and behaviors regarding highway safety.
- M. The Contractor **shall** develop additional campaigns such as campaigns that focus on motorcycle safety, aggressive driving, distracted driving, pedestrian and bicycle safety, and teen driving safety awareness as requested by ASP-HSO.
- N. Campaigns **must** include paid media purchases, earned media, partnership opportunities, production, pre-testing, placement, and evaluation of the placed media as requested by ASP-HSO.
- O. Campaigns **must** include other social norming initiatives to boost the year-round awareness of the core campaign messages.
- P. Campaigns **must** generate a high public awareness, particularly among the target audience, of the increased and concentrated law enforcement presence and participation during High Visibility Enforcement mobilizations.
- Q. The Contractor **shall** review and incorporate existing media campaigns where appropriate and as requested by ASP-HSO.

2.6 **ACCOUNT MANAGEMENT**

- A. The Contractor **shall** meet the media, marketing, and public education needs of ASP-HSO in a timely, efficient, coordinated, and integrated manner.
- B. The Contractor **shall** collaborate with ASP-HSO contractors, traffic safety advocates, professionals, organizations, and other partners to:
1. Maximize campaign impact.
 2. Sustain campaign message.
 3. Promote High Visibility Enforcement mobilizations and traffic safety events.
 4. Meet creative idea and project deliverable deadlines.
 5. Identify and implement new efficiencies and campaign message integration.
 6. Encourage the sharing of best practices and lessons learned.
- C. The Contractor **shall** work within the specified time constraints while maintaining desired performance levels.
- D. The Contractor **shall** adhere to and support the strategies set forth in ASP-HSO's stated mission.

- E. The Contractor **shall** research new insights into behavior modification advertising, identify effective ways to reach the target audience, and make recommendations to ASP-HSO for the most economical use of the funds.
- F. The Contractor **shall** provide all multi-channel marketing, advertising, and strategic planning for all of ASP-HSO's traffic safety and public awareness and education campaigns, mobilizations, sports marketing, events, and programs as requested by ASP-HSO.
- G. The Contractor **shall** conduct creative testing of any new advertising materials with focus groups as specified by the ASP-HSO staff and/or advisory board.
 - 1. The Contractor **shall** provide examples of methods to ASP-HSO, with adequate rationales as to how or why to test proposed or new advertising materials.
- H. The Contractor **shall** have an office with a minimum of one (1) dedicated Account Manager in the greater Little Rock metropolitan area within thirty (30) calendar days of contract start date and throughout any resultant contract term.
 - 1. The Account Manager **shall** be fluent in English.
- I. Upon request by ASP-HSO, the Contractor **shall** replace any staff member assigned to the State's account.
 - 1. The Contractor **shall** provide ASP-HSO with a replacement having equal or greater qualifications and expertise than the staff member being replaced, with ASP-HSO having final approval of any replacement.
 - 2. The Contractor **shall** provide the replacement in such a way that does not disrupt the daily operations of the ASP-HSO account.
- J. The dedicated Account Manager **shall** be the point of contact for the State in all matters related to the services under any resulting contract.
 - 1. The Account Manager is anticipated to have daily phone and/or email communications with ASP-HSO staff, particularly during mobilizations and other projects.
- K. If requested by ASP-HSO, the Account Manager **shall** attend an initial Kick-off Meeting in person at the ASP-HSO office in Little Rock with ASP-HSO staff or its designees to make introductions and discuss contract activities and deadlines.
 - 1. The date of the kick-off meeting will be specified by ASP-HSO.
 - 2. Other members of the Contractor's team **shall** attend the Kick-off Meeting in person or via conference call as specified by ASP-HSO.
- L. The Account Manager **shall** provide a written summary including deadlines of all contract activities to ASP-HSO via email in an ASP-HSO-approved document within fourteen (14) calendar days after the initial Kick-off Meeting.
- M. The Account Manager **shall** supervise day-to-day dedicated account management that includes account staff coordination, budget management, project timelines, status reports, quality control, and client communications.
 - 1. The Account Manager **shall** respond to ASP-HSO requests within twenty-four (24) hours of the request and in the manner the request was made.
- N. The Account Manager, and additional staff as specified by ASP-HSO, **shall** meet with ASP-HSO regularly as specified by ASP-HSO to ensure a well-coordinated work-flow and **shall** participate in strategic planning and follow-up meetings of the ASP-HSO.
 - 1. These meetings will be coordinated by the ASP-HSO and may include meeting with ASP-HSO program staff, contractors and, outside partner organizations.
 - 2. Meetings will include but not be limited to visiting location sites, monitoring sports buys, attending national webinars for mobilizations, and NHTSA assessment interviews.
 - 3. These meetings are anticipated to be once per month and are typically held during normal business hours which are Monday through Friday, 8:00 am to 5:00 pm, Central Time.
- O. The Account Manager **shall** attend periodic NHTSA or State-sponsored conferences as requested by ASP-HSO.

1. Costs incurred for conference travel will be reimbursed according to State and Federal regulations upon prior approval of ASP-HSO and upon submission of required ASP travel authorization documents.
2. Conferences are expected to be held two (2) times per year.

2.7 **MEDIA PLANNING AND BUYING**

- A. The Contractor **shall** provide a dedicated Media Buyer assigned to the ASP-HSO account who **shall** be physically located in an Arkansas office.
- B. The Contractor **shall** place advertising campaign ads through a combination of both paid placement ads and public service announcements of equal value, maximizing the exposure to target audiences and the value of media purchased under the allocated budget.
- C. The Contractor **shall** maximize the exposure to target audiences and the value of media purchased under the allocated budget (added value).
- D. The Contractor **shall** provide optimal media coverage to ensure the budget is maximized.
- E. The Contractor **shall** place all media according to a schedule approved by ASP-HSO using media approved by ASP-HSO.
- F. The Contractor **shall** develop, coordinate, and execute all earned media activities including public service announcements, feature stories, special news releases, special events, sporting events, news conferences, media interviews, talking points, and media kits.
 1. Some materials are available from the NHTSA for customization or for creating new materials using the themes provided.
- G. The Contractor **shall** negotiate for a minimum of a one-for-one bonus whenever possible.
- H. The Contractor **shall** review affidavits of performance for media buys to ensure accuracy and **shall** negotiate "make goods" resulting from scheduling errors.

2.8 **CREATIVE SERVICES**

- A. The Contractor **shall** provide all creative conceiving and copywriting for all of ASP-HSO's traffic safety and public awareness and education campaigns, mobilizations, sports marketing, events, and programs as requested by ASP-HSO.
- B. The Contractor **shall** research, produce and/or procure, and manage assets and content for traffic safety development and marketing purposes, including but not limited to artwork, illustration, photography, video, music, maps, voiceover, copy, literature, and brand identity pieces.
- C. The Contractor **shall** research, produce and/or procure photography services, and manage the execution of photo and video shoots necessary to carry out programs and campaigns as required including but not limited to managing talent rights and fees for existing and newly created advertisements.
- D. The Contractor **shall** select pre-produced media and develop new media as requested by ASP-HSO.
- E. The Contractor **shall** create, test, produce, place, and evaluate television, radio, and online ads to promote traffic safety programs.
- F. The Contractor **shall** create, produce, publish, and distribute printed promotional materials as requested by ASP-HSO, including but not limited to brochures, magazines, newspaper ads, annual reports, and posters.
- G. Artwork for all printed and digital materials **must** be created using current industry-standard desktop, design, and publication applications approved by ASP-HSO.
- H. The Contractor **shall** translate design and produce content translated into Spanish as requested and approved by ASP-HSO.

2.9 **DIGITAL SERVICES**

- A. General Digital
 1. The Contractor **shall** strategize, create, produce, procure, and prepare digital advertising content for distribution on online media channels, including paid, owned, earned, and social media platforms.
 2. The Contractor **shall** negotiate rates and use for rights-managed assets.

3. The Contractor **shall** design and translate content for international, trade, and internal audiences as requested by ASP-HSO.
4. The Contractor **shall** design campaign content using static and dynamic data feeds and formats.

B. Social Media

1. The Contractor **shall** provide all social and digital media, web design, and digital imaging services for all of ASP-HSO's traffic safety and public awareness and education campaigns, mobilizations, sports marketing, events, and programs as requested by ASP-HSO.
2. The Contractor **shall** provide insightful leadership and best practices related to digital and social media communications and targeted marketing as requested by ASP-HSO.
3. The Contractor **shall** make updates and add crucial information to social media sites as specified by ASP-HSO.
4. The Contractor **shall** provide compelling, creative execution across all current and future social media channels.
5. The Contractor **shall** execute, measure, track, and evaluate all social analytics.

C. Website

1. ASP-HSO, in partnership with the Arkansas Department of Transportation and the Arkansas Department of Health, hosts a Toward Zero Deaths Program website as part of its overall plan to bring deaths on Arkansas roads to zero. The website (<http://tzdarkansas.org/pages/programs/>) provides information about the ASP-HSO Safety Plan, programs, news, events, and links to various resources. ASP-HSO plans to continue and expand the current website to a more comprehensive, one-stop source of information and announcements, but the expansion may not occur during the initial term of the contract.
2. The Contractor **shall** host and administer ASP-HSO's website (currently named tzdarkansas.org).
 - a. The Contractor will be provided full access to the current website and **shall** host and update the current website as directed by ASP-HSO.
3. The Contractor **shall** expand and re-design ASP-HSO's website as directed by ASP-HSO.
4. The Contractor **shall** develop digital marketing plans to reach the target audiences.
5. The Contractor shall provide execute, measure, track, and evaluate all website analytics.
6. The Contractor **shall** develop a brand positioning that complements the overall mission of ASP-HSO.
7. The Contractor **shall** provide insightful leadership and best practices related to digital communications and targeted marketing.
8. The Contractor **shall** employ best practices in website optimization and user experience for the public.
9. Details not stated in this RFP on administering and hosting ASP-HSO's website(s) will be negotiated after contract award.

D. Website Design and Strategy

1. The Contractor **shall** lead, actualize, and execute website re-design, coding, development, content apps, and integration of marketing campaigns and digital projects.
2. The Contractor **shall** create a user interface design.
3. The Contractor **shall** provide software engineering, programming, and development consistent with current technologies.
4. The Contractor **shall** identify and counsel as to how the State can maximize emerging technology and trends in web marketing, design, and development.

5. The Contractor **shall** identify and counsel as to how ASP-HSO can maximize emerging technology and trends in mobile platforms (such as tablets, smartphone, wearables) in terms of native and web apps to support and enhance ASP-HSO's marketing efforts.
6. The Contractor **shall** identify and counsel the State on current marketing and public relations efforts on digital and mobile platforms.
7. The Contractor **shall** advise on how to present and use ASP-HSO's URL on mobile devices (i.e., responsive design, content parity, etc.).
8. The Contractor **shall** develop content for ASP-HSO's URL that is compatible with mobile devices (i.e., responsive design, content parity, etc.).
9. The Contractor **shall** implement and provide any new and emerging web content delivery systems and technologies along with creative strategies and objectives as requested by ASP-HSO.
 - a. Provision of these services, and any implementation costs, will be negotiated with final approval by ASP-HSO.

E. Website Administration

1. The Contractor **shall** make any changes to the websites design and function as requested by ASP-HSO.
2. The Contractor **shall** notify ASP-HSO via email or telephone of any downtime for any and all functional components of the website within one (1) hour of discovery of an occurrence.
3. The Contractor **shall** make all reasonable efforts to minimize downtime and reduce service interruptions.
4. The Contractor **shall** resolve downtime and service interruptions within reasonable time frames approved by ASP-HSO.
5. The Contractor **shall** update the website with new technologies as they become available and as they are requested by ASP-HSO, within a timeframe negotiated and approved by ASP-HSO.
6. Within a timeframe acceptable to ASP-HSO, the Contractor **shall** make all content and function updates and changes to the website that are requested by ASP-HSO.
7. Within a timeframe acceptable to ASP-HSO, the Contractor **shall** complete all standard maintenance to the website, as well as any maintenance requests and requirements as stipulated by ASP-HSO.

2.10 PUBLIC RELATIONS

- A. The Contractor **shall** provide all public relations services for all of ASP-HSO's traffic safety and public awareness and education campaigns, mobilizations, sports marketing, events, and programs as requested by ASP-HSO.
- B. The Contractor **shall** identify and develop new partnerships and foster existing partnerships to bring awareness and education to the public regarding traffic safety.
- C. The Contractor **shall** strategize, develop, execute, and support public relations campaigns and program activities, using both traditional and emerging social media approaches, including public service announcements, feature stories, email blasts, special news releases, special events, sporting events, news conferences, media interviews, talking points, and media kits.

2.11 REPORTING

- A. The Contractor **shall** submit a Monthly Status Report to ASP-HSO in a format and within the timeframes approved by ASP-HSO.
 1. The Reports **must** include but may not be limited to the following information:
 - a. Status update for all current projects, production jobs, and promotional events.
 - b. Website and social media analytics.
 - c. Timelines for all mobilizations or campaigns.
 - d. Monthly and year to date expenditures.
 - e. Current project balance.

- B. The Contractor **shall** submit a detailed Annual Financial Report to ASP-HSO in a format and within the timeframes approved by ASP-HSO.
 - 1. The Report **must** include the following information:
 - a. A summary of hourly rates as well as mark-up rates for third party costs on a yearly basis.
 - b. Available funding amount in the ASP-HSO budget.
 - c. Amount of funding currently committed.
- C. The Contractor **shall** submit a detailed Annual Programmatic Report to ASP-HSO in a format and within the timeframes approved by ASP-HSO.
 - 1. The Report **must** include, at minimum, the following information for each campaign, mobilization, promotional event, website or social media initiative, public relations project:
 - a. A written recap and assessment.
 - b. Website and social media analytics.
 - c. Total expenditures.
 - d. Performance against performance indicators.
 - e. The overall impact.
- D. The Contractor **shall** monitor and maintain current Media Flowcharts on an ongoing basis to determine and improve the return on investment and effectiveness of all media buys.
 - 1. The Flowcharts **must** be submitted to ASP-HSO in a format approved by ASP-HSO, as requested, and **must** include but not be limited to the following information:
 - a. Media type.
 - b. Market tiers.
 - c. Gross Rating point (GRP) levels.
 - d. Creative rotation.
 - e. Costs for each campaign, summarized by campaign, month, quarter, and year.
 - f. Audience reach.
- E. Upon request of ASP-HSO, the Contractor **shall** submit a Post Campaign Report following each High Visibility Enforcement mobilization to ASP-HSO in a format approved by ASP-HSO.

2.12 **PROPERTY RIGHTS**

- A. Upon expiration or termination of this contract, the Contractor **shall** transfer property rights of all data and deliverables (intellectual and tangible) to the ASP-HSO and **shall not** hold ownership or an intellectual property claim to any data or deliverable associated with the ASP-HSO account including but not limited to the following:
 - 1. Patents.
 - 2. Trademarks.
 - 3. Logos.
 - 4. Television, radio, and outdoor advertising and marketing products.
 - 5. Printed advertising and marketing products.
 - 6. Media schedules.
 - 7. Digital products including websites and social media.
 - 8. Third party data, analytics, and/or records.

- B. Upon expiration or termination of this contract, the Contractor **shall** transfer all data, deliverables, and products the Contractor has created, developed, produced, or managed while performing the services outlined in this contract to the ASP-HSO and **shall not** charge a fee to the ASP-HSO for this service.
- C. The Contractor **shall** maintain all data and deliverables associated with the ASP-HSO account and **shall** transfer all data and deliverables associated with the ASP-HSO account to ASP-HSO within sixty (60) calendar days of the expiration or termination date of this contract and all data, deliverables, and products **shall** become the exclusive property of the ASP-HSO.
- D. The Contractor **shall not** utilize any portion of the projects created, developed, produced, or managed including all deliverables and creative concepts without the prior, written consent of the Director of the Arkansas State Police.

2.13 **TRANSITION SERVICES**

- A. If the successful Contractor is one other than the current service provider, upon execution of a resultant contract with the ASP-HSO, the Contractor **shall** initiate and coordinate the transition of services from the current provider.
- B. Should any subsequent contract for advertising and marketing services be awarded to a provider other than the awardee of this RFP, the then current Contractor **shall**, to the greatest extent possible and reasonable, cooperate with the ASP-HSO in initiating a smooth and orderly transition to the next Contractor.

2.14 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *TABLE 1: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

TABLE 1: PERFORMANCE STANDARDS

Criteria	Performance Standard	Damages
Dedicated Project Management	Provides a minimum of one (1) dedicated staff member assigned by the Contractor to manage the ASP-HSO account as defined in this RFP.	\$50 per day for each day the assigned dedicated staff member does not respond to ASP-HSO within the timeframes specified in RFP Section 2.6.
Creative Development	Creative is developed within the timelines and budgets approved by ASP-HSO.	\$50 per occurrence when creative development exceeds budgets or per day late for established timelines not previously approved by ASP-HSO.
Creative Production	Creative is produced within the timelines and budgets approved by ASP-HSO.	\$50 per occurrence when creative production exceeds budgets or per day late for established timelines not previously approved by ASP-HSO.
Media Buys	Media buys are conducted within the timelines established by ASP-HSO.	\$50 per occurrence for each missed media buy.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.

2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications and Experience	40	50%	350
E.2 Digital Services	20	10%	70
E.3 Account Management	45	20%	140
E.5 Past Client Marketing Plan Sample Work Submission	55	20%	140
Total Technical Score	160	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

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

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

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

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

3.2 PRESENTATION SCORE

- A. Presentation may be required at the discretion of ASP-HSO. The Prospective Contractors with the top three (3) Total Technical Scores after the completion of the technical proposal evaluation may be contacted to schedule a Presentation.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Presentation" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Presentation Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Presentation Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points allocated to each table (Tables 1-3 on the *Official Bid Price Sheet*) will be given to the Prospective Contractor with the lowest Grand Total Estimated Cost Per Year (Table 1), the lowest Media Placement Percentage (Table 2), and the lowest Production Commission Cost Percentage (Table 3) as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points per table given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost or Cost Percentage
 B = Second (third, fourth, etc.) Lowest Total Cost or Cost Percentage
 C = Maximum Points for Lowest Total Cost or Cost Percentage
 D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost Table 1	100
Cost Table 2	100
Cost Table 3	100
Maximum Possible Grand Total Score	1,000

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:

Arkansas State Police
Attn: Highway Safety Office
1 State Police Plaza Drive
Little Rock, AR 72209
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency monthly by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State will not:
 - 1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
 - 2. Contract with another party to indemnify and defend that party for any liability and damages.
 - 3. Pay damages, legal expenses or other costs and expenses of any other party.
 - 4. Continue a contract once any equipment has been repossessed.
 - 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 - 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

4.3 CONDITIONS OF CONTRACT

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

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

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

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

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

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.