



**STATE OF ARKANSAS**  
**DEPARTMENT PARKS, HERITAGE AND TOURISM**  
1 Capitol Mall Ste. 3B  
Little Rock, Arkansas 72201

**INVITATION FOR BID**  
**SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	ADPHT-25-001	Solicitation Issued:	07/26/2024
Description:	Direct TV Satellite TV Service Continuation		
Division/Agency:	Division of Parks Operations		

SUBMISSION DEADLINE			
Bid Opening Date:	08/09/2024	Bid Opening Time:	3:00 p.m., Central Time
Bid responses for this Invitation for Bid <b>must</b> be delivered to the Department of Parks, Heritage, and Tourism on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p>Department of Parks, Heritage and Tourism Procurement Attn: Jeff Griffin 1 Capitol Mall Ste. 3B Little Rock, Arkansas 72201</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Jeff Griffin	Buyer's Direct Phone Number:	(501) 682-6910
Email Address:	Jeffrey.griffin@arkansas.gov	Department's Main Number:	(501) 324-9150
Department Website:	Adpht.arkansas.com		

## SECTION 1 – INFORMATION AND INSTRUCTIONS

### 1.0 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Department of Parks, Heritage and Tourism for the Division of Parks Operations to obtain pricing and a contract for DirectTV Satellite TV service at approximately 17 State Park locations. See Attachment 1 for a list of addresses.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

### 1.1 LIVE BID OPENING

Virtual Bid opening may be joined – Microsoft Teams Meeting ID: 259 914 549 661  
Passcode: AT25hk or call in +1 501-244-3310, 886753570# Phone conference ID: 886 753 570#  
In Person: Arkansas Department of Parks, Heritage and Tourism  
Capital Mall Ste. 3B  
Little Rock, Arkansas 72201

### 1.2 OBJECTIVE AND GOALS

The Department seeks to procure Service, billing and maintenance for DirectTV Satellite Service.

### 1.3 BACKGROUND AND CURRENT ENVIRONMENT

In 2018 the Department completed an Invitation for Bid for installation and service. Sound Marketing, Inc was determined to be the lowest priced responsive bidder and contract 4600041462 was initiated. This contract is coming to the end of its 7-year possible term and must be replaced with a new contract procured by this IFB.

### 1.4 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is October 1, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for between one (1) year and four (4) years. Upon mutual agreement by the Contractor and Department, the contract may be renewed by the State for additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.5 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

ACTIVITY	DATE
IFB Release to Prospective Contractors	7/26/2024
Deadline for Prospective Contractor Questions	7/31/2024
Answers to Questions Posted to Website Location	8/2/2024
Proposal Due Date	8/9/2024
Post Anticipation to Award*	8/12/2024
Award Contract*	9/1/2024

## 1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Shall" and "must" mean the imperative and are used to identify Requirements and Specifications.
- F. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. "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 Department using such a contract.

## 1.7 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the **Total Annual Cost** as demonstrated on the Official Bid Price Sheet submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
  - 1. All bids received from responsive and responsible bidders exceed available funding; or
  - 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
  - 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
  - 2. Negotiations are conducted at the sole discretion of the State.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

## 1.8 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by midnight, Central Time on or before Wednesday **July 31, 2024**.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on **August 2, 2024**. If Prospective Contractor

questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. 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 bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department 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 the Department.

## 1.9 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Required Bid Response Documents*
  - 1. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
    - a. Signed *Bid Signature Page*; signature may be ink or digital.
    - b. Completed *Official Bid Price Sheet* attached to Solicitation posting.
      - i. Pricing **must** be proposed in U.S. dollars and cents.
      - ii. Quantities stated are estimates only and are not guaranteed. Prospective 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
      - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
      - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract annual renewal only.
      - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
      - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
    - c. Copy of Prospective Contractor's *Equal Opportunity Policy*
      - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
    - d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
  - 2. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:

- a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#), section 11)
  - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
3. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors shall not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

## **SECTION 2 – SPECIFICATIONS AND REQUIREMENTS**

### **2.0 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Arkansas Department of Parks, Heritage and Tourism (ADPHT) to obtain pricing and a contract for DirectTV satellite television services provided to existing equipment for various locations throughout the State of Arkansas.

ADPHT currently has DirectTV service at approximately 470 service points across approximately 17 State Parks. Each service location point currently exists with equipment and 1 (one) remote for each receiver installed. See attachment 1 demonstrating each Park location, contact information and location points of service.

### **2.1 ACCEPTANCE STANDARDS**

Inspection and acceptance/rejection of services shall be made within thirty (30) days of receipt. The State shall have the option to return any services within the thirty (30) day timeframe for any reason. Bid must include a "total satisfaction" return policy for all services and shall not impose any liability on the State for such returns.

### **2.2 WORK LOCATION SECURITY**

The Vendor and subcontractors shall follow all required security procedures at each worksite location, obtaining and displaying badges or other necessary identification and other requirements deemed necessary by the ADPT location.

### **2.3 SERVICES, MAINTENANCE, INVOICING**

#### **A. MAINTENANCE**

The park contact person will notify the Vendor when a receiver or remote control has failed, and replacement is required. The Vendor shall replace failed equipment as needed without charge by shipping the replacement(s) to the park location to be installed by on-site park maintenance personnel. The Park may choose to have installation performed by a vendor subcontractor for a fee to be offered and accepted. The Vendor may also set up a pre-determined schedule to periodically inspect units installed at the facility, upon written mutual agreement.

At the discretion of each local park new replacement receivers and remote controls may be ordered. The Vendor will ship the requested equipment to the park location and invoice according to the prices entered on the Official Bid Price Sheet.

The Vendor shall be responsible to maintain a log of all outages and service calls including downtime and shall provide a copy to the park contact person for each location on a monthly basis. Any outstanding problems shall be resolved as soon as possible.

Upgraded equipment installations or service option changes shall be performed by the Vendor only at the request of the park contact person or their designee. A new monthly invoice quote shall be sent to the park contact person before the third week of the billing cycle in order to process the change to the Contract and Purchase Order. Any new equipment, upon completed installation, shall be added by the Vendor to the list created from the installation and sent to the park contact person within seven (7) calendar days of completion of install.

#### **B. CUSTOMER SERVICE AND INVOICING**

Vendor shall provide 24/7 response time for trouble-shooting customer support issues with programming. If an on-site technician is required, the Vendor shall be on-site within 48 hours from receipt of notice of a service issue. An account manager will be assigned with contact information provided.

Invoicing will be monthly and accurate. Invoices shall be for each individual Park Location as detailed on Attachment 1. Upon contract award, Contracts administrator and account manager will determine more specifics for invoice delivery.

#### **C. INSTALLATIONS:**

When ordered, new installations shall be with new equipment and latest technology. Individual installations will be priced according to the Official Bid Price Sheet.

#### **2.4 PROGRAMMING:**

The standard packaging of service to be provided is as follows and is for bidding purposes per the Official Bid Price Sheet. Each park location, however, may opt to purchase more or less service priced per the current Hospitality & Institutions Rate Card.

- Entertainment Package
- The SEC Network
- The Golf Channel
- Local Arkansas Channels

#### **2.5 PRICE ESCALATION**

Vendor shall notify the State of any price increase for service or replacement equipment that is imposed by DirectTV prior to effective date. Bidder shall not propose a temporary introductory price that is known to escalate later. Other increases shall not be imposed and will not be accepted.

#### **2.6 CONTINUATION OF SERVICE**

Bidders accept that any contract that results from this IFB is a continuation of Service with DirectTV. Each Park Location is autonomous and may choose more or less than the package contents listed in Section 2.4 for some or all service points. Each Park location may decide at any time to discontinue Satellite TV service. The contract may exist for up to 7 years as provided by Arkansas Law, however ADPHT will not be required by the contract to maintain service at a certain number of service points, accounts or Park locations.

### **SECTION 3 – SOLICITATION TERMS AND CONDITIONS**

#### **3.1. ACCEPTANCE OF REQUIREMENTS**

A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).

1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

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

1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
  1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
  2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

### 3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting [ark.org/vendor/index](http://ark.org/vendor/index) and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
  1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
  1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
  3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company")

and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

- G. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).

1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.

- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.

1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

### 3.3. GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES [delete this section if Solicitation does not include a commodity]

- A. By submitting a bid, the Prospective Contractor represents and warrants that goods its sells to the Department under a resulting contract **shall** be merchantable.

- B. Samples or demonstrators, when requested, **must** be furnished for inspection free of expense to the State.

1. Each sample should be marked with the Prospective Contractor's name and address, bid or contract number, and item number.
  - a. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor's expense.
  - b. After reasonable examination, all demonstrators will be returned at Prospective Contractor's expense.
2. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment.
  - a. If products tested fail to meet or exceed all Requirements and Specifications, the cost of the sample used and the reasonable cost of the testing **must** be borne by the Prospective Contractor.

- C. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.

1. Bids on brands of like nature and quality will be considered.
  - a. 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 Prospective Contractor to supply additional descriptive material.
  - b. Prospective Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

### 3.4. MINORITY AND WOMEN-OWNED BUSINESS

- 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 91<sup>st</sup> 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 *Bid Signature Page*.

### **3.5. PROPRIETARY INFORMATION**

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **3.6. INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.