

**City of Fayetteville Staff Review Form**

**2022-0145**

**Legistar File ID**

**3/1/2022**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Doug Bankston

2/10/2022

MEDIA SERVICES (060)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends awarding an RFP 21-10 bid to The Field Shop, Inc. to install a new Tightrope Media Systems PEG channel playout system in the Television Center.

**Budget Impact:**

4470.060.0600-5210.00

Sales Tax Capital Improvements

Account Number

Fund

02061

Television Center Equipment

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 130,289.00

Funds Obligated \$ -

Current Balance **\$ 130,289.00**

**Does item have a cost?** Yes

Item Cost \$ 57,428.88

**Budget Adjustment Attached?** No

Budget Adjustment \$ -

Remaining Budget **\$ 72,860.12**

V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF MARCH 1, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Lisa Thurber, Director of Communications

**FROM:** Doug Bankston, Director of Media Services

**DATE:** February 10, 2022

**SUBJECT:** Resolution to Approve an RFP 21-10 Bid for The Field Shop, Inc. to Install a New PEG Channel Playout System in the Fayetteville Television Center

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**RECOMMENDATION:**

Staff recommends awarding an RFP 21-10 bid to The Field Shop, Inc. to install a new Tightrope Media Systems PEG channel playout system in the Television Center. Two bids were submitted, with The Field Shop, Inc. submitting the lowest bid.

**BACKGROUND:**

The City currently serves public access, education, and government (PEG) channels to the public via two Tightrope Media Systems channel servers that were built in 2015 and 2014 and operate on legacy Microsoft Windows 7 operating systems, which are no longer supported by Microsoft. The hardware is no longer supported by Tightrope and is not upgradeable from Windows 7. Replacement costs have been factored into the current CIP.

**DISCUSSION:**

Staff has analyzed various solutions and found that the latest, all-in-one Tightrope Media Systems playout system to be the appropriate replacement, with files easily transferrable from the current servers. The Field Shop, Inc. was the installer of the original two Tightrope playout systems. Increased functionality on the latest Tightrope system will allow the City to utilize the on-site Tightrope system as its meeting video-on-demand archive, with agendas and minutes attached better delivery and quality. The Tightrope archive component will replace the Granicus meeting archive that currently is in use.

**BUDGET/STAFF IMPACT:**

Cost has been factored into the current CIP cycle. Project cost for equipment and installation is \$57,428.88. After installation, beginning in year two, there will be a yearly streaming service cost, but the discontinuance of the Granicus streaming service will offset this cost. No staff impact.

**Attachments:**

SRF, CCM, RFP submittal, RFP signed



This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and The Field Shop, Inc. (**Field Shop**) of 4607 W 61<sup>st</sup> St., Little Rock, AR 72209, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contract documents which comprise the contract between the City of Fayetteville and **Field Shop** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - a. **Appendix A:** Scope of Work & Fees
  - b. **Appendix B:** Solicitation packet identified as RFP 21-10, PEG Channel Playout System Replacement
  - c. **Appendix C:** **Field Shop's** RFP response
  - d. **Appendix D:** **Field Shop's** Certificate of Insurance
2. **Field Shop** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items as described in **Appendix A**, and in accordance with specifications attached hereto and made a part hereof under **RFP 21-10**, all included herein as if spelled out word for word.
  - a. The City of Fayetteville shall pay **Field Shop** for completion of the project based on prices indicated in **Appendix A**, for a not to exceed price of **\$52,327.00 US DOLLARS**. Parties both agree taxes will apply to this work but are not included in the price stated above.
  - b. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. Invoices shall be submitted itemized to the detail and breakout presented in the bid form.
  - c. Payments shall not exceed the percentage of work completed as it progresses by **Field Shop**.
  - d. The City reserves the right to withhold retainage from payments, not to exceed 5%.
3. These Contract documents constitute the entire agreement between the City of Fayetteville and **Field Shop** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Field Shop**.
4. **Field Shop** shall not assign its duties under the terms of this agreement without prior written consent of the City.
5. **Field Shop** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Field Shop** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. **Field Shop** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract.

Any work sublet, **Field Shop** shall require the subcontractor similarly to provide insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Field Shop** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

7. **Field Shop** shall furnish proof of licensure as required by all local and state agencies.
8. Liquidated Damages: N/A
9. Independent Contractor: **Field Shop** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **Field Shop** is responsible for its agents, methods and operations.
10. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees. No modification of this contract shall be binding unless made in writing and executed by both parties.
13. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
14. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. **Field Shop's** Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract.
15. Professional Responsibility: **Field Shop** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
16. Permits & Licenses: **Field Shop** shall secure and maintain any and all permits and licenses required to complete this Contract.
17. Debarment Certification: **Field Shop** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension"

requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **Field Shop** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

THE FIELD SHOP, INC

CITY OF FAYETTEVILLE, ARKANSAS

By:   
\_\_\_\_\_

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

**KRIS REED**, President

Attest:   
\_\_\_\_\_

**Chase Taggart**

\_\_\_\_\_  
**Kara Paxton**, City Clerk

**Attest / Company Secretary** *(Printed Name)*

Business Address  
4607 W 61<sup>st</sup> St.  
Little Rock, AR 72209

Business Address  
113 W. Mountain  
Fayetteville, AR 72701

Date Signed: 2/11/22

Date Signed: \_\_\_\_\_