



# Arkansas State University-Beebe

Procurement  
P.O. BOX 1000  
Beebe, Arkansas 72023

## REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ASU-B-25-024	Solicitation Issued:	April 28, 2025
Description:	Laundry Services		
Agency:	ASU-Beebe		

SUBMISSION DEADLINE			
Proposal Opening Date:	June 3, 2025	Proposal Opening Time:	3:00 p.m., Central Time
Proposal submissions for this Request for Proposals <b>must</b> be delivered to the <a href="#">ASU-Beebe Procurement</a> on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location	<p>ASU Beebe Procurement 1507 West Center Street Beebe, AR 72012</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>
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"><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			
Department Buyer:	Robin Lancaster	Buyer's Direct Phone Number:	501-882-4545
Email Address:	<a href="mailto:rqlancaster@asub.edu">rqlancaster@asub.edu</a>	Department Main Number:	501-882-4547
Department Website:	<a href="https://www.asub.edu/search/google/#gsc.tab=0&amp;gsc.q=procurement&amp;gsc.sort=">https://www.asub.edu/search/google/#gsc.tab=0&amp;gsc.q=procurement&amp;gsc.sort=</a>		

# SECTION 1 – INFORMATION AND INSTRUCTIONS

## 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the [ASU-Beebe Procurement](#) for the [Student Life](#) to obtain pricing and a contract(s) for [Laundry Services](#)

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

## 1.2 OBJECTIVE AND GOALS

Arkansas State University — Beebe (ASU-Beebe) is seeking proposals from qualified and reputable vendors to furnish all labor, equipment, and supervision required in providing ASU-Beebe Residence Halls with laundry services. ASU-Beebe desires the best laundry program for its residents that will provide the best overall value to ASU-Beebe. A vendor may submit more than one (1) proposal each of which must follow the proposed format and satisfy requirements of this RFP. If alternative proposals are submitted, the vendor must explain the reasons for the alternative(s) and its comparative benefits.

The permanent design capacity of the residence halls is 240 students. There are 124 beds in Horizon Hall and 124 beds in Legacy Hall, all with centralized laundry facilities. The residence halls have never been at full capacity

The laundry program must remain in the current locations, remain operational without major disruption of service, and be fully functional by August 13, 2025. ASU-Beebe will provide and maintain utility service (water, sewer, and electric) to the best of its ability. ASU-Beebe will not be responsible for losses caused by utility outages. ASU-Beebe's Janitorial Contract will be responsible for daily housekeeping in the laundry room area, including the cleaning of walls, floors, windows, doors, and other surfaces, including surfaces of the laundry machines. ASU-Beebe will be responsible for pest control services. ASU-Beebe will take reasonable precaution for the security of the machines. Contractor will provide ASU-Beebe with a transition plan for review, approval, and coordination prior to any movement of the equipment.

There will be no official site visit, but if vendors wish to tour the facilities, they may contact Zackery Tucker, Dean of Students, 501-882-4428 [zatucker@asub.edu](mailto:zatucker@asub.edu)

## 1.3 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to [a single Contractor](#).
- B. The anticipated starting date for any resulting contract is [July 1, 2025](#), 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 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 Department, the contract may be renewed by TSS 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.

## 1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.

- C. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. “Shall” and “must” mean the imperative and are used to identify Requirements.
- G. “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.
- H. “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.

## 1.5 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
RFP Release to Prospective Contractors	April 28, 2025
Deadline for Prospective Contractor Questions	May 20, 2025 3pm CST
Answers to Questions Posted to <a href="#">Website Location</a>	May 23, 2025 3pm CST
Proposal Due Date	June 3, 2025 3pm CST
<a href="#">Oral Presentations/Demonstrations*</a>	June 10, 2025
Post Anticipation to Award*	June 17, 2025
Award Contract*	July 1, 2025

## 1.6 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via [email to the Buyer on page one \(1\) of the RFP](#) by the date and time listed in Table A.
  - 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 as deemed appropriate. The State’s consolidated written response is anticipated to be [posted to the Solicitation posting](#) by the close of business on the date provided Table A. 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 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 Buyer with non-substantive questions at any time prior to the proposal 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.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

## 1.7 RESPONSE DOCUMENTS

### A. Original *Technical Proposal Packet*

1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
2. The following items are proposal submission requirements and **must** be submitted as a **hardcopy** part of a Prospective Contractor's proposal response.
  - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
  - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
  - c. One original hardcopy of the completed *Official Solicitation Price Sheet*.
    - i. Pricing **must** be proposed in U.S. dollars and cents.
    - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit 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 submitted 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 proposal opening time.
    - iv. Prices **must** be firm offers
    - v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
    - vi. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
  - d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
  - e. 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*.
    - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. 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 proposal:
  - a. *EO 98-04: Contract and Grant Disclosure Form*.
  - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### B. Additional copies

1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:

- a. **Three (3)** complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
  - b. **Four (4)** electronic copies of the *Technical Proposal Packet*.
  - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.
  - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
2. Electronic copies should be submitted on flash drives and in PDF format.
  3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
    - a. In case of a discrepancy, the original hard copy governs.
  4. If the Department requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- D. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- E. Prospective Contractors may submit multiple proposals.

## SECTION 2 – REQUIREMENTS

### 2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

The Prospective Contractor **shall** prove commercial grade equipment and is encouraged to propose a single manufacturer. Detailed equipment specifications must accompany response.

Contractor shall be responsible for all cost of installation of all equipment, including positioning of equipment and connection to utility services provided by University.

To maintain the current program of free laundry services for its residence students, ASU-Beebe will not accept any coin-operated or debt card operated machines as part of this proposal.

It is the preference of ASU-Beebe to have laundry machines which have an electronic audit of all machine cycles.

The contractor shall be responsible for delivery of all equipment, parts, and laundry room supplies provided under the terms of an agreement resulting from this **RFP**. Ownership of machines and laundry furniture/accessories will remain with the contractor.

Washers shall be high efficiency top-loading OR front-loading and must be Energy Star-rated.

Bidder will explain their recommendation with sustainability as the primary criterion. ASU-Beebe would prefer only one front loading machine in each building with the remaining washers being top loading.

It is reasonable to expect that the dryers will run for ample time, in order to dry a full load within one cycle.

Contractor shall maintain a staff of trained service personnel to ensure prompt, efficient maintenance of the equipment. Contractor must respond to reports of malfunctioning equipment within 72 business hours, Monday through Friday, excluding holidays.

### 2.2 GENERAL REQUIREMENTS

Washers and dryers shall be commercial type, heavy duty, electrically operated 60 cycles, 110 volts/220 volts. Exact machine specifications, including cycle options and times and capacity, must be provided to ASU-Beebe in the bid.

Washers and dryers shall be simple to operate; operational instructions shall be conspicuously and attractively posted in each laundry room.

All laundry equipment shall be new and of the current year's manufacture. Equipment should provide for multiple temperature and fabric settings, as well as digital display of time remaining. All

replacement machines needed during the period of performance under this contract shall be of the same age or newer than existing machines.

The laundry equipment shall be of adequate size, capacity, and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at all locations and shall be the same height to give uniformity of appearance.

The selected firm shall provide handicapped accessible equipment that is ADA compliant as required/requested by ASU-B Housing.

All machines must be clearly and boldly labeled indicating individual machine numbers for easy call-in reference.

Presently the University has a contract that provides and maintains 10 washers and 10 dryers. See attachment A for location and pictures.

Contractor is responsible for providing both preventive maintenance and general repairs to all contractor-owned washers and dryers. Repairs shall be performed on an "as needed" basis.

Preventive maintenance on each piece of equipment shall be conducted not less than twice a year and shall include a basic check of the equipment to indicate possible need for repair or replacement. This shall include an annual inspection for the venting systems for dryers.

Access to buildings must be at the entrances and the hours specified by the University and must be Coordinated by the University's representative. All vendors must check in before entering ASU Beebe Housing or other buildings.

Upon expiration of contract or non-renewal, and at the sole expense of the Contractor, all moveable laundry and auxiliary equipment furnished by the Contractor must be promptly removed without damage to University property.

Title to all equipment furnished and installed by the Contractor shall remain the property of the Contractor; and none of the equipment shall become part of the building.

#### **QUALIFICATIONS OF STAFF CONTRACTOR'S EMPLOYEES**

All employees must have proper identification, reflecting both the name of the Contractor and the name of the employee. Employees must be wearing a company uniform. Employees must abide by the University's parking regulations. The use of tobacco products is prohibited anywhere on University property and employees must abide by the University's tobacco-free policy.

#### **ASSIGNED PERSONNEL**

The contractor will need to maintain a very close working relationship with ASU-Beebe. An account executive must supervise the installation, monitor the ongoing services, solicit feedback to improve service, and ensure that the customer's needs are met

#### **EQUIPMENT REMOVAL AT END OF CONTRACT**

Upon expiration of contract or non-renewal, and at the sole expense of the Contractor, all moveable laundry and auxiliary equipment furnished by the Contractor must be promptly removed without damage to University property.

Title to all equipment furnished and installed by the Contractor shall remain the property of the Contractor; and none of the equipment shall become part of the building.

### **2.3 PERFORMANCE STANDARDS**

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.

- 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 B: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. 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.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

**TABLE B: PERFORMANCE STANDARDS**

Criteria	Standard	Damages
<i>Implementation</i>	<i>All machines are installed by agreed upon date</i>	\$25 for each calendar day beyond the Go-Live Date whereby the Contractor fails to complete all implementation activities. <i>Contractor will credit damages applied to the first submitted monthly invoice.</i>
<i>Malfunctioning Machines</i>	<i>Respond to reports of malfunctioning within 72 hours</i>	\$25 for each calendar day after the 72 hour window for no response Contract will credit the monthly invoice



## SECTION 3 – SELECTION

### 3.1 SELECTION PROCESS

- A. The Department 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. A Department-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 (Evaluators) 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 scoring description in *Table C: Scoring Table*.

**TABLE C: SCORING TABLE**

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 nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators 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 and rank for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

### 3.2 TECHNICAL PROPOSAL SCORE

- A. The *Information for Evaluation* section has been divided into subsections.



1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
Organization Overview	140	20%	140
Qualifications	140	20%	140
Type & Quality of Equipment and Contractor's Plan	140	20%	140
Web Monitoring	70	10%	70
Price	210	30%	210
<b>Total Technical Score</b>		<b>100%</b>	<b>700</b>

\*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

- B. The proposal's weighted score for each subsection will be determined using the following formula:

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

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

- C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

#### A. ORAL PRESENTATION OR DEMONSTRATION SCORE

- B. The Prospective Contractors may be contacted to schedule an oral presentation or demonstration.

- C. 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* or *Post-Demonstration* score sheets.

- D. After each oral presentation or demonstration is complete, the Evaluators will have the opportunity to discuss the oral presentation or demonstration and revise their individual scores on the *Post-Presentation* or *Post-Demonstration Consensus Score Sheet* based on the information provided during the oral presentation or demonstration.

- E. The final individual scores of the Evaluators on the *Post-Presentation* or *Post-Demonstration 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 will be given to the proposal with the lowest **2025 year grand total** as shown in **Table One (1)** on the completed *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Estimated Cost  
B = Second (third, fourth, etc.) Lowest Estimated Cost  
C = Maximum Points for Lowest Estimated Cost

D = Total price points received

### 3.4 GRAND TOTAL SCORE

- A. The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal.
- B. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.
- C. The State may move forward to Discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	MAXIMUM POINTS POSSIBLE
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

### 3.5 DISCUSSIONS

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and Office of State Procurement rules.
- C. After initial evaluation, the ASU-Beebe may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

### 3.6 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be [posted to https://www.asub.edu/search/google/#gsc.tab=0&gsc.q=procurement&gsc.sort=](https://www.asub.edu/search/google/#gsc.tab=0&gsc.q=procurement&gsc.sort=)
- B. by the date and time listed in Table A.
  - 1. It is the responsibility of Prospective Contractors to check <https://www.asub.edu/search/google/#gsc.tab=0&gsc.q=procurement&gsc.sort=>
  - 2. for the posting of an anticipated award.
- C. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- D. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

### 3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

## SECTION 4 – SOLICITATION TERMS AND CONDITIONS

### 4.1 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 R8:19-11-229).
  - 1. Proposals 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 submission of a proposal, the Prospective Contractor represents and warrants:
  - 1. That the prices in the proposal 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. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

### 4.2 GENERAL TERMS AND CONDITIONS

- A. All payments to the Contractor under a resulting contract **shall** be forwarded to:

Arkansas State University Beebe  
Accounts Payable Department  
PO Box 1000  
Beebe, AR 72012

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

Arkansas State University - Beebe **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

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

The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

- 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.

2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
  3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- 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. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of the State.
  2. Be kept confidential as permitted or required by law.
  3. Be used only as expressly authorized.
  4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
    - a. The Contractor **shall** properly identify items being returned.
- E. 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 goods 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 goods 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 goods or services purchased as a whole.
- 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 RFP incorporates all terms of the [Services Contract \(SRV-1\) Fillable Form \(found here\)](#)
1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.

- 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 Discussions.

#### **4.3 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 *Proposal Signature Page*.

#### **4.4 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 are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, 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. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, 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.
- E. 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 proposal 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.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. 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.
- H. 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.