Arkansas State University-Beebe

Purchasing Department
1507 West Center Street
Beebe, Arkansas 72023

REQUEST FOR QUALIFICATION

SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ASU-B-27-010	Solicitation Issued:	November, 1, 2026
Description:	Campus Master Planning Services (Searcy Campus)		
Agency:	Arkansas State University-Beebe		

SUBMISSION DUE DATE			
Response Due Date:	November 30, 2026	Time:	2:00 p.m., Central Time
Deliver response submissions for this Request for Qualification to the Procurement Department on or before the submission deadline. Responses received after the submission deadline may be rejected as untimely. See Section 1.6 for information regarding Live Proposal Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas State University-Beebe Purchasing Department 1507 West Center Street Beebe, AR 72023 Delivery providers, 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. **Prospective Contractors assume all risk for timely, properly submitted deliveries.** **USPS: PO Box 1000, Beebe, AR 72023**
Response's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes. • Solicitation number • Date and time of response opening • Prospective Contractor's name and return address

DEPARTMENT CONTACT INFORMATION			
Department Buyer:	Robin Lancaster	Buyer's Direct Phone Number:	501-882-4545
Email Address:	rglancaster@asub.edu	Department's Main Number:	501-882-4547
Department Website:	https://www.asub.edu/purchasing-procurement/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Qualification (RFQ) is issued by the Department for the Vice Chancellor of Finance and Administration to obtain responses and a contract for Campus Master Plan, Arkansas State University-Beebe Searcy Campus.

Arkansas State University-Beebe invites qualified planning and design firms to submit Statements of Qualifications to provide comprehensive Campus Master Planning Services for the Searcy Campus. The institution seeks a visionary and data-informed partner to develop a long-range physical development framework that supports our academic mission, strategic priorities, operational needs, and commitment to student success.

As higher education continues to evolve, Arkansas State University-Beebe recognizes the importance of aligning its physical environment with changing enrollment trends, instructional modalities, workforce development needs, technology advancements, and community expectations. The selected consultant will work collaboratively with campus leadership, students, faculty, staff, community stakeholders, and governing bodies to develop a master plan that guides future growth, investment, and stewardship of campus resources.

1.2 OBJECTIVE AND GOALS

The purpose of this project is to create a comprehensive, implementable Campus Master Plan that establishes a clear vision for the next 10 to 20 years. The plan should serve as a decision-making framework for future capital investments, facility improvements, infrastructure upgrades, and campus development initiatives. The master plan should align physical facilities with the institution's Strategic Plan, support student recruitment/retention, accommodate growth, evaluate facility utilization, improve accessibility/safety, advance sustainability, strengthen campus identity, and provide a phased implementation roadmap

1.3 BACKGROUND AND CURRENT ENVIRONMENT

Arkansas State University-Beebe Searcy Campus serves as a vital educational and economic resource for the region, providing academic transfer programs, workforce training, continuing education, and community engagement opportunities. Over time, the campus has developed through a series of independent projects and facility expansions. While these investments have supported institutional growth, a comprehensive reassessment of campus facilities, infrastructure, land use, and long-term development priorities is needed to ensure future investments are coordinated, strategic, and sustainable. The institution seeks a planning process that balances current needs with future opportunities while preserving campus character, improving operational efficiency, and enhancing the student experience.

1.4 TYPE OF CONTRACT

A. As a result of this RFQ, the VCFA intends to award a contract to a single Contractor.

B. The anticipated starting date for any resulting contract is January 12, 2026 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 response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response 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 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.

1.5 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement herein have the same meaning herein.

B. “Prospective Contractor” means a responsible offeror who submits a response to this solicitation.

C. The terms “Request for Qualifications”, “RFQ,” and “Solicitation” are used synonymously in this document.

D. “Responsive Submission” means a submission in response to this solicitation that conforms in all material respects to this RFQ.

E. “Shall” and “Must” mean the imperative and are used to identify requirements.

F. “Requirement” means something required.

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.

1.6 SOLICITATION SCHEDULE

A. 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
RFQ Release to Prospective Contractors	November 1, 2026
Deadline for Prospective Contractor Questions	November 11, 2026 5:00PM CST
Answers to Questions Posted to Procurement website	November 17, 2026
Response Due Date	November 30, 2026 2:00PM CST
Oral Presentations/Demonstrations*	December 15, 2026
Post Anticipation to Award*	December 18, 2026
Award Contract*	January 12, 2026

1.7 CLARIFICATION OF SOLICITATION

A. Submit questions requesting clarification of information contained in this *Solicitation* in writing via email to the Buyer on page one (1) of the RFQ by the date and time listed in Table A .

1. For each question submitted, the 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 University’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 providing a compliant, responsive submission. 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 response.

C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the response 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.

1.8 RESPONSE DOCUMENTS

A. *Original Response Packet*

1. Prospective Contractors **shall** utilize the *Response Packet* to submit their responses.
2. The following items are Response Submission Requirements and **must** be submitted in the original *Response Packet*.
    a. Original signed *Response Signature Page*. Signature may be ink or digital.
    b. One (1) original hardcopy of the response to the *Information for Evaluation* section included in the *Response Packet*, which **must** be in the English language.
    c. Respondents must submit **six (6) identical copies** of their proposal. Each copy must be submitted on its own separate USB flash drive in PDF format. Each flash drive must be clearly labeled with the vendor's name and the RFQ number.
    d. *Proposed Subcontractors Form*. (see SRV-1, section 14)
    e. *Copy* of Prospective Contractor's *Equal Opportunity Policy*.
        i. *Pursuant* to Arkansas Code Annotated § 19-60-104, 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 *Response Packet*, the following items should be submitted:
    a. One (1) complete hardcopy (marked "COPY") of the *Response Packet*.
    b. One (1) redacted (marked "REDACTED") copy the original *Response 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 hardcopy 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) provided by the State.

D. Prospective Contractor's responses cannot be altered or amended after the response due date except as permitted by law or rule.

E. Prospective Contractors may submit multiple responses.

1.9 PRICING

Prospective Contractor **shall not** include any pricing in their response. Pricing will be negotiated with the apparent successful Contractor after the evaluation of responses. Should the Prospective Contractor's response contain any pricing, the response may be rejected.

SECTION 2 – REQUIREMENTS

2.1 INTRODUCTION

A. The Prospective Contractor **shall** have **must** meet the following minimum qualifications and licensing requirements to be considered a responsible and responsive respondent under Arkansas state law:

B. **Licensure:** The responding firm and its designated lead architects **shall** hold active corporate and professional registrations in good standing with the **Arkansas State Board of Architects, Landscape Architects, and Interior Designers**.

C. **Out-of-State Alignment:** In accordance with state procurement guidelines, any out-of-state planning or design firm **must** formally joint-venture, align, or associate with an active, in-state licensed firm.

D. **Professional Liability Insurance:** The Prospective Contractor **shall** provide explicit proof of current professional liability errors and omissions insurance with a minimum coverage threshold of **$1,000,000 per claim**.

E. **Institutional Experience:** The responding firm **must** demonstrate past performance and technical expertise in developing comprehensive higher education campus master plans or large-scale institutional frameworks of equivalent size and scope.

2.2 GENERAL REQUIREMENTS

2.3 The Contractor shall work collaboratively with campus leadership**,** students, faculty, staff, community stakeholders, and governing bodies to develop a long-range physical development framework for the Searcy campus that establishes a clear vision for the next 10 to 20 years. The Contractor shall assist the institution in evaluating existing conditions and identifying strategic opportunities across the following seven (7) core areas:

2.4 Academic and Student Support Facilities: Assess the capacity, functionality, and future needs of instructional spaces, laboratories, workforce training facilities, student services, libraries, learning commons, and other support spaces.

2.5 Campus Land Use and Development: Evaluate current land use patterns and identify opportunities for redevelopment, infill construction, expansion, and preservation of open spaces.

2.6 Facilities Assessment: Review existing buildings and infrastructure systems to determine condition, utilization, deferred maintenance issues, and opportunities for modernization or replacement.

2.7 Transportation and Mobility: Assess vehicular circulation, parking, pedestrian connectivity, bicycle access, public transit integration, and campus wayfinding systems.

2.8 Infrastructure and Utilities: Evaluate the adequacy and long-term sustainability of utilities, technology infrastructure, stormwater systems, and campus support services.

2.9 Student Experience and Campus Environment: Develop recommendations that enhance student engagement, campus life, accessibility, safety, wellness, and community interaction.

2.10 Sustainability and Resilience: Identify strategies to support energy efficiency, climate resilience, responsible resource management, and project experience aligned with LEED certification standards.

2.11 Stakeholder Engagement

2.12 The Contractor shall facilitate an inclusive, collaborative planning process to build consensus around future campus priorities. The consultant must demonstrate expertise in managing engagement processes that actively involve:

2.13 Campus leadership, faculty, and staff.

2.14 Current student bodies and regional alumni networks.

2.15 Governing board members, local business/community leaders, and municipal government partners.

2.16 Required Deliverables

2.17 At a minimum, the final comprehensive Campus Master Plan delivered by the Contractor shall include the following components:

2.18 Existing conditions assessment and building condition analysis.

2.19 Facility and space utilization analysis.

2.20 Demographic and enrollment consideration metrics.

2.21 Campus land use framework mapping.

2.22 Structural building and infrastructure system recommendations.

2.23 Transportation, pedestrian mobility, and wayfinding plan.

2.24 Open space, landscape framework, and environmental aesthetic designs.
2.25 Sustainability, resource management, and resilience strategies.
2.26 Prioritized capital project scheduling.
2.27 Phased, financially realistic implementation roadmap.
2.28 Budgetary planning considerations and deferred maintenance prioritization.
2.29 Executive summary booklets and formal presentation materials.
2.30 Administrative & Presentation Support
2.31 Progress Reporting: The Contractor shall meet as frequently as necessary with the designated campus steering committee to provide periodic progress reports and track specific project milestones.
2.32 Board Presentations: The Contractor shall assist Arkansas State University-Beebe leadership in presenting the final, compiled Campus Master Plan framework to its administrative bodies and governing boards for final adoption.

2.33 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
Fri must leas a structured, inclusive stakeholder engagement process targeting internal dept's and external entities	*Facilitation of a minimum of 3 distinct, documented structural touchpoints, discovery, scenario testing, and a final consensus building presentation*	**Failure to provide comprehensive stakeholder feedback logs within 5 business days post session will require from to re-execute the session at their expense**
Firm must prioritize maximizing existing physical sq ft and establish a realistic, phased funding and implementation framework	**Master plan must deliver distinct, data backed 5, 10 and 15 year implementation phases that align with AR Capital request cycles and documented institutional funding capacities**	**Deliverable that fail to provide distance 5/10/115 year cost loaded phases or fail to address adaptive reuse constraints will be rejected. Firm is to revise and resubmit with 10 calendar days a zero additional cost.**
Digital delivery of the master plan must match the daily workflows of the campus facilites team and compile cleanly with	**100% compatibility of spatial files, BIM Revit models, and GIS mapping layouts with the campus's existing facility management software, verified**	**If final digital files fail the systems integration test due to improper formatting or corrupted metadata, the final project retention payment will be withheld until the files are**

industry standard facilites management tools.	**by a successful data import test prior to final sign off.**	**remediated and successfully integrated.**

SECTION 3 – SELECTION

3.1 RESPONSE SCORE

A. The Department will review each *Response Packet* to verify submission Requirements have been met. *Response 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 responses. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Response Packet*.

1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate responses and complete an Individual Score Worksheet for each response. 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 RFQ 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 relation to the RFQ evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ 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, Evaluators 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 Evaluators have had an opportunity to discuss their individual scores with the committee, 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 for each response.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

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

1. In each subsection, items/questions have 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
Cover Letter	5	5%	40
Firm Details, Licensure & Experience	10	10%	80
Staff, Administration	15	15%	120
Planning Approach	15	15%	120
Solicitation Capabilities and Solution	15	15%	120
Institutional Suitability & Mission Alignment	5	5%	40
Elements	5	5%	40
Process	10	10%	80
Project Team Competence & Staff Workload	10	10%	80
Involvement	10	10%	80
Total Score	**100**	**100%**	**800**

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

D. The response'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

E. The response's weighted scores for subsections will be added to determine the Total Score for the response.

3.2 ORAL PRESENTATION OR DEMONSTRATION SCORE

A. Prospective Contractors will be contacted to schedule an oral presentation or demonstration.

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* or *Post-Demonstration* score sheets.

C. 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.

D. 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.

E. All vendors shall be invited to do a presentation for the Agency's evaluation.

Vendor presentations shall include, but are not limited to:

1. Similar projects completed
2. Experience
3. Corporate overview
4. Other master plans created

Each of the vendors shall have a specific time to do a presentation. A maximum of forty-five minutes shall be allotted for each presentation.

- 10 minutes maximum set up time
- 20 minutes maximum presentation time
- 10 minutes for the evaluation committee members to ask questions to vendor
- 5 minutes maximum tear down time

Equipment will be provided and available to each vendor but a vendor is not required to use provided equipment. Vendors may bring their own equipment. Regardless of the equipment used, vendors are still required to follow the maximum set up and tear down timeframes. ASU Beebe is not responsible for functionality or compatibility of equipment at the time of presentation.

Vendor must agree to all evaluation processes and procedures as defined and the submission of a Response Packet shall signify the vendor's understanding and agreement that subjective judgements shall be made during the evaluation and scoring of the Technical Proposals.

Failure to comply within the limits of the timeframe given shall cost vendor presentation points

Presentation Points Table

Presentation Topic	Maximum Possible Presentation Points	Weighted Percentage	Maximum Possible Presentation Points
Similar Projects Completed	5	20	40
Experience	5	25	50
Corporate Overview	5	10	20
Other Master Plans Created	5	20	40
Other Misc. Information	5	5	10
Keeping within Timeframe	5	20	40

Total Possible Presentation Score	30	100	200

3.3 DISCUSSIONS

A. Arkansas Procurement Law allows for Discussions with respondents 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 Arkansas Procurement Law and Office of State Procurement rules.

3.4 ANTICIPATION TO AWARD

A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.

1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.

B. 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.

C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

3.6 QUALIFICATION PROCESS

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

3.6 QUALIFICATION PROCESS

A. The Department will review each *Response Packet* to verify Submission Requirements have been met.

1. Responses that do not meet Submission Requirements will be rejected and will not be subject to further review.

B. Responses meeting all Requirements of the RFQ will be included on the initial QVL.

3.7 ISSUANCE OF A CONTRACT

A. The Department will be responsible for award and administration of a resulting contract.

1. All resulting contracts **shall** be subject to State approval processes which may include Legislative review.

B. The Procurement Department will initiate contact for services with a qualified contractor based on final scoring.

C. Contractors **shall** comply with all terms and conditions contained herein.

3.8 QUALIFIED VENDOR LIST ADMINISTRATION

A. The Department will administer the resulting QVL. Each year prior to the expiration date of the QVL, the Department will send a renewal notification to each qualified contractor listed on the QVL.

1. The Department will send the renewal notification using the email address submitted with the Prospective Contractor's *Response Packet* or using an updated email as provided by the Prospective Contractor during the term(s) of the QVL.

2. The renewal notification will contain requests for information the qualified contractor **shall** provide by the deadline specified in the renewal.

3. Should the qualified contractor fail to provide the required information by the deadline stated in the renewal notice, the qualified contractor will not be included on the renewed QVL.

B. Throughout the term(s) of the resulting QVL, the qualified contractor **shall** provide the Department with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

3.9 ACCEPTANCE OF QUALIFICATION PROCESS

The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the qualification process.

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 (19 CAR § 1-401).

1. Responses 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 response, the Prospective Contractor represents and warrants:

1. That any prices in the response have been arrived at independently, without any collusion with another competing Prospective Contractor.

2. 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 § 19-61-403 and 19-61-702).

3. 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, services, and commodities 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 response.

4.2. GENERAL TERMS AND CONDITIONS

A. The Contractor **must** be registered as a vendor to receive payment and will need to complete a vendor packet.

1. The Department will process payments according to the agreed payment schedule, and all payments made via Purchase order/Invoice

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 § 19-60-105).

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.
5. 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 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.

F. 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.

G. 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).

H. This RFQ 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 response may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFQ.

I. 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.

4.3. 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 response 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 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.