NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-27-0008	Solicitation Issued:	November 2, 2026
Description:	Fountain repair		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline Date:	November 12, 2026	Submission Deadline Time:	4:30 p.m., Central Time
Bid Opening Date:	November 13, 2026	Bid Opening Time:	9:00 a.m., Central Time

Deliver proposal submissions for this Request for Proposal to National Park College (NPC) on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to National Park College.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	**National Park College** **Gerald Fisher Bldg, Suite 327** **101 College Dr.** **Hot Springs National Park, AR 71913** **Email: kmarkish@np.edu** (Include bid number in subject line) Delivery providers, USPS, UPS, and FedEx deliver mail to NPC's street address on a schedule determined by each individual provider. These providers will deliver to NPC based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the solicitation number and prospective contractor's name and return address. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurt Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-760-4222
Agency Website:	https://www.np.edu		

ARKANSAS SOVEREIGN IMMUNITY

NON-NEGOTIABLE

SOVEREIGN IMMUNITY:

Language in these terms and conditions, and the terms and conditions of any resulting contract, must not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

GOVERNING LAW AND VENUE:

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

INDEMNITY:

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Agency, department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

National Park College (Agency, NPC) seeks a responsive, responsible contractor (contractor, vendor) knowledgeable in large fountains and water features to investigate, locate, and analyze repair needs of a water leakage in a large decorative fountain; repair leakage; and restore fountain to good condition. Fountain is located in front of the Student Commons building on the NPC campus at 101 College Drive, Hot Springs, AR.

1.2 TYPE OF CONTRACT

A. As a result of this IFB, the Agency intends to award a contract to a single Contractor.

B. The anticipated starting date for any resulting contract is approximately November 17, 2026 except that the actual contract and/or project start date may be adjusted unilaterally by the Agency. By submitting a signed proposal in response to the IFB, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

1.3 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.

I. “OSP” means the Arkansas Office of State Procurement.

1.4 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 Agency.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
IFB Release to Prospective Contractors	November 2, 2026
Contractor Response Due Date	November 12, 2026
Evaluation Completed*	November 16, 2026
Post Anticipation to Award*	November 16, 2026
Contract Start*	November 17, 2026

*Dates are approximate

1.5 CLARIFICATION OF SOLICITATION

A. Clarifications shall be completed during Mandatory Site Visit.

B. Submit questions requesting clarification of information contained in this Solicitation via email to the Agency Contact listed on page 1 of this solicitation.

C. A 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.

D. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.

E. An oral statement by the Department shall 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.

F. Only an addendum written and authorized by the Agency will modify the Solicitation.

1.6 RESPONSE DOCUMENTS

A. Original Proposal Response

1. The following items are proposal submission requirements and shall be submitted either as a hardcopy (1 copy – No staples or permanent binding), digitally (USB thumb drive or CD) or via email to the Agency Contact listed on page 1 of this solicitation. If sending via email, be sure to put the bid solicitation number in the subject line.

    a. Original signed *Proposal Signature Page* contained in this solicitation. Signature may be ink or digital.

    b. One original copy of your Standard Hourly Rates in response to **SECTION 3** of this solicitation. Pricing must be proposed in U.S. dollars and cents.

    c. Copy of your Insurance and contractor license(s).

2. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional copies

- If the Agency requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

C. Prospective Contractors shall not alter language in Solicitation document(s) provided by the Agency.

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 – SCOPE

2.1 SCOPE SUMMARY

National Park College (Agency, NPC) seeks a responsive, responsible contractor (contractor, vendor) knowledgeable in large fountains and water features to investigate, locate, and analyze repair needs of a water leakage in a large decorative fountain, repair leakage, and restore fountain to good condition. Fountain is located in front of the Student Commons building on the NPC campus at 101 College Drive, Hot Springs, AR. **Images located in Section 6 of this solicitation.**

2.2 SITE VISIT

Interested vendors may view the fountain on the NPC campus as needed.

2.3 CONTRACTOR REPONSIBILITIES/OBJECTIVES

Selected contractor shall:

A. Remove existing rock from fountain basin
B. Identify leak location(s) and other repairs that may need to be made to ensure fountain is fully functional
C. Prepare and submit detailed estimate of repair work that needs to be completed and costs to complete repair work

> **NOTE:** National Park College reserves the right to not move forward with the repairs if the estimate given exceeds budget allowed at the time. Contractor shall be paid for time spent on inspection of fountain and creation of estimate document.

D. Repair/replace leaking plumbing components
E. Verify successful leak remediation
F. Repair bowls, basins, walls, etc. that were removed/altered to fix leak
G. Repair cracks, joints, and structural deficiencies
H. Operate the fountain system and verify that leak has been remedied and functionality of the fountain is functioning properly
I. Restore all disturbed finishes/surfaces to match existing conditions
J. Restore all basin rock
K. Ensure all basins, pumps, nozzles/heads, tubing, filters, pedestals, tiers, overflows, etc. are working properly and fountain is visually correct and appealing
L. Conduct final testing
M. Provide documentation of completed repairs
N. Submit maintenance recommendations

Contractor shall keep the work area clean and debris free throughout inspection and repairs. Contractor shall ensure work area is taped/safety fenced off to keep people away from construction area. After repairs, Contractor shall clean area making sure all dirt and debris is removed and area is safe and presentable.

2.4 CONTRACTOR QUALIFICATIONS

Proposing Contractors shall demonstrate:

A. Minimum five (5) years of experience repairing large fountains, water features, or similar aquatic structures
B. Experience with leak detection
C. Knowledge of waterproofing systems and concrete repair
D. Appropriate business license(s) and certification(s)
E. Proof of Insurance

2.5 WARRANTY

- Selected Vendor shall offer a minimum of 1 year warranty for work completed.
- Contractor shall be responsible for damage to existing sidewalk, landscaping, etc. Contractor shall take care not to damage surrounding areas/structures, especially when using heavy machinery.

2.6 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 Agency shall state Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. 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 Agency due to the assessment of damages, Contractor **shall** follow the direction of the Agency regarding the required compensation process.

SECTION 3 – SUBMISSION REQUIREMENTS

3.1 RESPONSE SUBMISSION

Interested Contractor(s) shall submit a response which includes the following:

A. Company name and contact information
B. Summary of experience repairing large commercial fountains, water features, or similar aquatic structures
C. Standard hourly rate(s) including rate to perform inspection, leak identification, and estimate
D. Copy of Contractor's Insurance
E. Copy of Contractor's Contractor License(s)

SECTION 4 – SELECTION PROCESS

4.1 SELECTION PROCESS

A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have lowest standard hourly rate(s) with best relevant experience.

B. If the Agency so chooses, negotiations may be conducted with the lowest priced responsive and responsible Prospective Contractor if:

1. All bids received from responsive and responsible bidders exceed available funding or do not meet the full needs of the Agency; or

2. It appears that additional savings to the Agency may result from negotiation.

C. If negotiations fail to result in a contract, the Agency may negotiate with the next-lowest priced, responsive and responsible Prospective Contractor.

1. The negotiation process may be repeated until an acceptable contract is negotiated, or until such time the Agency determines negotiations are no longer in the best interest of the State.

2. Negotiations are conducted at the sole discretion of the Agency.

D. Once the anticipated awardee has been determined, the anticipated award will be posted to OSP website, generally for a period of seven (7) 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 NPC; some contracts may be subject to Legislative review prior to final award.

SECTION 5 – SOLICITATON TERMS AND CONDITIONS

5.1 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).

- 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.

- 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.

   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).

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, NPC, or any other Agency shall not pay costs incurred in the preparation of a proposal and/or for time used for mandatory site visit.

5.2 GENERAL TERMS AND CONDITIONS

A. The Contractor **must** be registered as a vendor with NPC to receive payment.

B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized VISA Procurement Card (p-card).

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.

C. The Contractor should be able to accept the State's 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.

D. 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).

E. 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).

F. 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.

G. 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.

H. 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).

I. 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.

J. 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.

K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

5.3 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 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.

SECTION 6 – IMAGES







BID SIGNATURE PAGE
NP-27-0008
Fountain Repair

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	☐ Individual ☐ Partnership	☐ Sole Proprietorship ☐ Corporation		☐ Public Service Corp ☐ Nonprofit	
Minority and Women-Owned Designation*:	☐ Not Applicable ☐ African American	☐ American Indian ☐ Hispanic American	☐ Asian American ☐ Pacific Islander American	☐ Service Disabled Veteran ☐ Women-Owned	
	AR Certification #: _____		* See *Minority and Women-Owned Business Policy*		

PROSPECTIVE CONTRACTOR CONTACT INFORMATION *Provide contact information to be used for bid solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

ILLEGAL IMMIGRANT CONFIRMATION

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

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's proposal to be disqualified.**

Authorized Signature: _____ **Title:** _____

Printed/Typed Name: _____ **Date:** _____