Open-Ended RFQ Contact Information

- This document has been provided for informational purposes only.
- The OSP Contact Information provided below is specific to the referenced Request for Qualifications (RFQ) and is subject to change.

RFQ Number:	S000000291
Description:	Exhibit Design Fabrication Services
OSP Buyer:	Kimberly Haywood
	501-683-2222
	Kimberly.Haywood@arkansas.gov
OSP Main Phone:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/vendor-resources/miscellaneous-bid-opportunities/

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the solicitation is open. This Solicitation will remain open for submission of responses for a period of up to seven (7) years for the issuance date of April 9, 2024. The state **shall** have the right to close/end this Bid Solicitation for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS

DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

REQUEST FOR QUALIFICATIONS

SOLICITATION DOCUMENT
REVISION 3
All Revisions are in Red

SOLICITATION INFORMATION			
Solicitation Number:	S0000000291	Solicitation Issued:	February 7, 2024
Description:	Exhibit Design Fabrication Services		
Department:	Arkansas Department of Park, Heritage and Tourism		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	March 5, 2024	Proposal Opening Time:	2:00 PM, Central Time
Proposal submissions for this Request for Qualifications **must** be submitted through ARBuy, the State's eProcurement system. It can be accessed at arbuy.arkansas.gov. Proposals received after the submission deadline may be rejected as untimely.			

LIVE PROPOSAL OPENING INFORMATION	
Teams Meeting Link:	Click here to join the meeting
Meeting ID:	259 163 085 077
Passcode:	nSm3a5
Call in (audio only):	+1 501-244-3310,,80366129# United States, Little Rock
Phone conference ID:	803 661 29#

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Procurement Specialist:	Austin McClane	Procurement Specialist's Direct Phone Number:	501-371-6156
Email Address:	Austin.McClane@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	transform.ar.gov/procurement/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of the Division of Arkansas Heritage (DAH), a division of the Arkansas Department of Parks, Heritage and Tourism (ADPHT) to establish a list of qualified vendors to design, fabricate, and/or install exhibits.

1.2 TYPE OF CONTRACT

A. Multiple vendors will be added to the Qualified Vendors List (QVL).

B. The anticipated starting date for any resulting QVL is March 22, 2024 except that the actual QVL 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 RFQ, 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 QVL 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.

1.3 SOLICITATION SCHEDULE

For informational purposes, TSS OSP is providing a Solicitation Schedule; 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	February 7, 2024
Deadline for Prospective Contractor Questions	February 21, 2024
Answers to Questions Posted to ARBuy*	February 27, 2024
Proposal Due Date	March 5, 2024 @ 2 pm
Final Evaluation*	March 6, 2024
Post Anticipation to Award*	March 8, 2024
Award Contract*	March 22, 2024

1.4 CLARIFICATION OF SOLICITATION

A. Submit questions requesting clarification of information contained in this Solicitation via the Solicitation posting in ARBuy 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, as applicable.

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 in ARBuy by the close of business on the date provided in 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 TSS OSP Procurement Specialist 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 TSS OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.

D. An oral statement by TSS OSP 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 TSS OSP.

E. Only an addendum written and authorized by the State will modify the Solicitation.

1. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the Solicitation.

1.5 DEFINITION OF TERMS

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

B. "Atmospheric Conditions" means the artifact must be protected in every way possible, especially with environmental controls, such as but not limited to temperature control, humidity control, rh factor(s), dust and/or pollen filtering, air flow to artifact, lighting conditions, repelling of insects and rodents, and any other conditions as requested and required in writing by DAH staff.

C. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.

D. The terms "Request for Qualifications," "RFQ," and "Solicitation" are used synonymously in this document.

E. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.

F. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFQ.

G. "Shall" and "must" mean the imperative and are used to identify Requirements.

H. "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.

I. "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 QUALIFIED VENDOR LIST SELECTION

Prospective Contractors meeting the Requirements and Response Submission Requirements of this RFQ with a minimum Evaluation score of 650 out of 1000 will be included on the QVL.

1.7 RESPONSE DOCUMENTS

A. All proposal responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.

1. Prospective Contractors **must** be registered in ARBuy to submit proposal responses.

B. *Technical Proposal Packet*

~~1. Responses within the *Information for Evaluation* and *Exceptions* sections **must not** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, clients, products, and addresses.~~

2. Prospective Contractors **shall** utilize use the *Technical Proposal Packet* to submit their responses.

3. The following items are proposal Submission Requirements and **must** be submitted as part of a Prospective Contractor's proposal response.

    a. Signed *Proposal Signature Page*; signature may be ink or digital.

    b. Technical Proposal response to the *Information for Evaluation* section included in the *Packet,* which **must** be in the English language.

    c. *Recommended Options Form*

        i. The *Recommended Options* form included in the *Packet* allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the State that were not included in the Requirements and the proposed solution.

    d. 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.

    e. Proposed *Subcontractors Form* (see SRV-1, section 14)

4. 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* (see SRV-1, section 11)

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

C. Redacted copy of the *Technical Proposal Packet*

1. One (1) redacted (marked "REDACTED") copy of the Prospective Contractor's proposal response (see *Proprietary Information*), if applicable.

D. Prospective Contractors should not alter language in Solicitation document(s) provided by the State.

E. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.

F. Prospective Contractors may submit multiple proposals.

SECTION 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. The Contractor **shall** have a minimum of five (5) years experience in exhibit design, dealing with complex and collaborative projects, and meeting intended deadlines.

B. The Contractor **shall** have a minimum of five (5) years experience in designing and installing interactive materials such as touch screen displays and other digital audio visual and web technology.

C. The Contractor **shall** have a minimum of five (5) years experience with proper museum environments including Atmospheric Conditions, lighting, and artifact mounting.

D. The Contractor **shall** have knowledge and experience in designing exhibits relating to Arkansas and/or American History.

2.2 CONCEPT, DESIGN, AND FABRICATION REQUIREMENTS

A. The Contractor **shall** be available to serve on an Exhibit Team made up of key individuals who will serve in a variety of roles during the planning phase of any proposed project.

B. The Contractor **shall** develop a conceptual design plan for the exhibit and its components that meets the needs and expectations of the museum.

C. The Contractor **shall** prepare models, sketches, and drawings/computer renderings as necessary per DAH for the museum staff review and approval.

D. The Contractor **shall** work in cooperation with the museum staff to accurately complete captioning and graphics for the exhibit. This **must** include but is not limited to providing proofreading of all graphics and texts to ensure accuracy.

E. The Contractor **shall** provide a complete design manual with shop drawings to be used for construction/fabrication.

F. The Contractor **shall** complete material and fabrication specifications list for review and approval by DAH prior to fabrication commencement.

G. The Contractor **shall** be responsible for all exhibit fabrication aspects including text panels, exhibit cases, interactive/music components, graphics, etc.

H. If requested by DAH, the Contractor **shall** develop concept design of banners, invitations, posters, brochures, radio ads, print ads, and TV ads for exhibits as specified by the museum staff. The concept designs **must** be reviewed and approved by designated DAH and museum staff.

I. The Contractor **shall** meet American Alliance of Museum standards and exhibit installation requirements in a National Historic Landmark/ National Register listed structure.

J. Exhibits **must** be in compliance with American Disabilities Act.

1. If required by DAH, the Contractor **must** provide captioning for the visually impaired and translation into some foreign languages (particularly Spanish).

2. Any audio visual developed for the exhibit **must** include captioning for the hearing impaired.

2.3 PROJECT REQUIREMENTS

A. The Contractor **shall** schedule meetings, as needed throughout the project, with museum staff to provide status of concept, design, and fabrication of exhibits.

B. The Contractor **shall** develop project schedule and schedule of values, after consultation with the museum staff. The Contractor **shall** adhere to set deadlines determined by the museum staff during the project.

C. The Contractor **shall** be responsible for all travel related expenses.

D. The manner in which the Contractor will be paid for services rendered and reimbursed for specified expenses will be determined during contract negotiations per project.

2.4 MATERIALS

A. All exhibits **must** be constructed from quality first-class material and **must** be constructed in keeping with accredited museum standards.

B. The Contractor **shall** provide all tools, materials, and equipment necessary for the exhibit installation.

C. Casement/cabinet design and fabrication **must** be approved by DAH prior to start of project. The Contractor **shall not** proceed with casement/cabinet design until approval is obtained.

2.5 DELIVERY

A. The Contractor **shall** deliver and install a professional quality museum exhibit within the established deadline or timeframe determined by DAH, based on scope of work defined in the solicitation and as determined during the project planning.

B. The Contractor's installation staff **shall** coordinate all installation and cleanup with DAH staff.

2.6 INSPECTION PRIOR TO EXHIBIT OPENING

A. The Contractor **shall** schedule with DAH an inspection of the completed and installed exhibits.

B. The Contractor **shall** work jointly with the museum staff to prepare a punch list to outline necessary corrections and repairs.

C. The repairs **must** be completed as determined by DAH prior to exhibit opening.

2.7 AGENCY PROVISIONS

A. Agency will provide text and graphics for exhibit items.

1. The Contractor wil**l** suggest editorial revisions for impact and ease of the communication.
2. The Agency **shall** have final approval of text copy, graphics, and captioning.

B. Agency may provide exhibit cases, where available and applicable

C. Agency may provide existing modular exhibit walls, and exhibit case furniture, where available and applicable.

D. Agency will provide all objects and artifacts for exhibit.

2.8 MAINTENANCE AND REPAIRS

A. MAINTENANCE FOR NORMAL WEAR

1. Maintenance for normal wear **must** be provided by the Contractor as determined and approved by DAH during the project planning.
2. Should additional maintenance beyond normal wear be required, the Contractor **must** complete maintenance in the timeframe agreed upon and approved by DAH. (DAH is responsible for determining normal wear).
3. All cost associated with maintenance for normal wear will be borne by the Contractor.

B. REPAIRS FOR ACCIDENTAL DAMAGE

1. The Contractor **shall** provide repairs due to damage beyond normal wear, as determined by DAH.
2. The Contractor **shall** respond and initiate repair within twenty-four (24) hours of receipt of notification from DAH.
3. The Contractor **shall** complete the repair by the deadline agreed upon by the Contractor and DAH.

4. All costs associated with accidental damage repairs, including but not limited to travel, parts, and labor will be borne by DAH.

2.9 CONTRACTING PROCESS

A. DAH will contract with a Prospective Contractor listed on the QVL per project, as needed.

B. Upon determination by DAH that a need exists for exhibit work, DAH will have three (3) options for procuring the items needed as listed below:

1. Small Order Procurement (for purchases up to $20,000 or $40,000 for Certified Minority or Women Owned Businesses)

a. Should a Prospective Contractor submitting a response to this RFQ be a certified Minority or Women Owned Business, then on page 2 of the Bid Response Packet Prospective Contractor should designate themselves as such. OSP will add the designation to the Prospective Contractor's information provided to Purchasing Entities for the QVL.

2. Competitive Bid method of Procurement (for purchases over $20,000 up to $75,000)

3. Competitive Sealed Bid/Proposal method of Procurement (for purchases over $75,000)

C. Any resulting QVL is non-mandatory, meaning DAH is not required to procure exhibit work from Prospective Contractors listed on the resulting QVL. The QVL only exists as a prequalified option made available to DAH.

D. Should DAH decide to utilize the resulting QVL to contract with a Prospective Contractor, DAH will determine the appropriate method of procurement based on anticipated cost, needs, complexities of the project, or other determining factors.

E. For procurements up to the Small Order procurement thresholds, DAH may choose a Prospective Contractor from the QVL to initiate a procurement according to Small Order procurement laws found in Arkansas Code Annotated § 19-11-231.

1. The agency may send a Purchase Orders directly to the Contractor by email.

F. Procurements that exceed the Small Order purchase threshold but are less than $75,000.00 will be purchased by means of a Competitive Bid.

1. DAH may distribute a SOW by email requesting a competitive bid to at least three (3) Prospective Contractors listed on the QVL who provide the Exhibit Fabrication Services needed.

a. The SOW should outline the exhibit work specifications (if applicable), Requirements, goals, and any Submission Requirements.

b. The SOW should provide a deadline and manner by which the Prospective Contractors should submit their competitive bids (preferably via email).

c. Once the deadline has passed, bids will be tabulated, and the lowest cost bid will determine the Contractor anticipated to be awarded a contract.

d. The agency will send Purchase Orders or outline agreements to the Contractor by email.

G. Procurements that exceed $75,000.00 will be purchased by means of a competitive sealed bid or proposal.

1. DAH will distribute a SOW by email requesting a competitive sealed response to a minimum of three (3) Prospective Contractors listed on the QVL listed as providing the exhibit work needed.

a. Based on the Purchasing Entity's needs, the Purchasing Entity will distribute a SOW in which the successful Contractor will be determined by:

   i. Lowest cost through competitive sealed bid; or

   ii. Highest ranked technical proposed score and cost score through competitive sealed proposals.

b. The SOW **must** outline exhibit work specifications (if applicable), Requirements, goals, and any Submission Requirements.

c. The SOW **must** provide a deadline and manner by which Prospective Contractors should submit their competitive bids/proposals (preferably via email).

d. Once the bids or proposals have been opened and the apparent successful Contractor has been determined, the agency will send a Purchase Order or outline agreement to the Contractor by email.

I. Any terms and conditions submitted in response to a SOW or to a solicitation issued by DAH that are inconsistent with the terms and conditions of this RFQ will be rejected.

J. Prospective Contractors **shall** accept DAH purchase orders as sufficient documentation and authorization to purchase under any contract awarded under the terms of the QVL.

2.10 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.

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.

SECTION 3 – CRITERIA FOR SELECTION

- ***Do not*** *provide responses to items in this section.*

3.1 SELECTION PROCESS

A. TSS OSP 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. An Agency-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 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 following Scoring Description.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the Prospective Contractor is reliable and capable of fully performing the required services.
5	The response provides metrics suggesting that the Prospective Contractor's level of performance may be acceptable, but it does not clearly establish that the Prospective Contractor is reliable and capable of fully performing the required services.
0	The response provides metrics clearly establishing that the Prospective Contractor is unreliable and incapable of fully performing the required services.

2. After initial individual evaluations are complete, the Evaluation Committee members 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 committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluation Committee members 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. Should the State request clarification and/or additional information Prospective Contractors' responses, Prospective Contractors **shall** provide clarification and/or additional information as specified by the State.

D. TSS OSP will submit responses received from the Prospective Contractors, along with the Evaluation Committee's recommendation to the Division for review and approval to move into Discussions.

E. The State will move forward into Discussions with the highest-ranking Prospective Contractor based on the Response Score for each response unless the highest-ranking Prospective Contractor's response is determined to not be the most advantageous response to the State.

3.2 EXPLANATION OF THE SUB-SECTIONS OF THE RESPONSE

A. Experience

1. The Experience sub-section included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of the State's specific needs.
2. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
3. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.
4. Pictures and examples of previous work may be included at the end of the Experience Section and will not count towards the 2-page limit.

B. Solution

1. The Solution sub-section included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the State's specific needs.
2. Prospective Contractors should provide a high-level overview of the Prospective Contractor's proposed solution and/or approach to services using the Requirements outlined in the RFQ.
3. Proposed solutions should be non-technical and include the Prospective Contractor's recommendations for meeting the objectives and Requirements of the RFQ.
4. Additional service options and recommendations above and beyond those included in proposed solution should be included in the *Recommended Options Form*.

C. Risk

1. The Risk sub-section included in the *Technical Proposal Packet* allows Prospective Contractors to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the Prospective Contractor's delivery of the solution as offered in the proposal or to otherwise fail to meet the State's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
    a. Prospective Contractors should include sources, causes, or actions that are both within and beyond the control of the Prospective Contractors that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to the State.
    b. Risks should be described in simple, clear, and non-technical terms.
    c. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
        i. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the Prospective Contractor's performance in terms of time, cost, and client satisfaction.

3.3 RESPONSE 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 ten (10) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Points Possible.
2. The Agency has assigned Weighted Percentages to each sub-section according to its significance.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	40	400
Solution	10	40	400
Risk	10	20	200
Total Score	**30**	**100%**	**1000**

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

B. 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

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

3.4 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.

3.5 FUTURE LISTING ON THE QVL

A. Prospective Contractors seeking to be included on the QVL after the initial term may submit responses to this RFQ to OSP at any time during the year.

B. DAH will, with due diligence, evaluate submitted responses in a timely manner however DAH reserves the right to delay evaluation up to the next QVL renewal date if deemed necessary.

C. OSP will provide the *Response Packet* to a Prospective Contractor upon request to the Contract Administrator listed on page 1 of this RFQ or another Contract Administrator as may be determined by OSP.

D. After the initial award of the QVL, information pertaining to the submission of a Response Packet can be found on OSP's website at https://www.dfa.arkansas.gov/procurement/vendor-information/miscellaneous-bid-opportunities under *Open-Ended Request for Qualifications*.

E. The Prospective Contractor **shall** complete the *Response Packet* and **shall** submit all the information and documents to OSP as specified in the *Response Packet* in order to be evaluated for possible inclusion on the QVL.

F. OSP will evaluate any subsequent responses submitted by Prospective Contractors using the same Response Packet Evaluation technique as described herein.

G. OSP reserves the right to reject a *Response Packet* if it does not meet Requirements, if any of the Response Submission Requirement documents have been omitted, or if is in the best interest of the State to do so.

SECTION 4 – SOLICITATON 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. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting https://www.ark.org/contractor/index.html and clicking the *Start Here* button.

B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).

D. 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 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 knowingly 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).

1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.

2. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFQ.

I. 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 91st 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.