



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

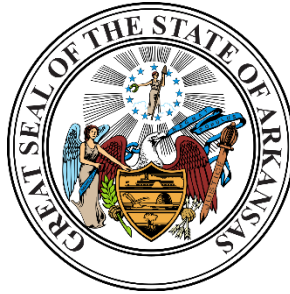
REQUEST FOR QUALIFICATION BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	NP-25-0013	Solicitation Issued:	December 11, 2024
Description:	Construction Manager – Welding Facility		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline:	January 7, 2025	Submission Deadline Time:	4:30 p.m., Central
Bid Opening Date:	January 8, 2025	Bid Opening Time:	9:00 a.m., Central
<p>Responses shall not be accepted after the designated submission deadline date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline date and time. Responses received after the designated submission deadline date and time shall be considered late and shall not be reviewed. It is not necessary to return "no bids" to the Agency.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>National Park College Gerald Fisher Bldg, Suite 327 101 College Dr. Hot Springs National Park, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Vendor's name and return address

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurtis L. Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-760-4222



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 – GENERAL INFORMATION

1.1 PURPOSE

National Park College (herein known as NPC, Agency) issues this Request for Qualifications (RFQ) to obtain qualifications from qualified partnerships, firms, corporations, joint ventures, etc. for a Construction Manager (Vendor, Contractor, DBM) to construct a new welding facility on NPC property and demolish and remove current building 17, the former marine technology and current HVAC building.

Construction shall occur on the National Park Campus located at 101 College Dr., Hot Springs, AR 71913.

1.2 TYPE OF CONTRACT

Any resulting contract shall be a term contract awarded to a single vendor.

1.3 ISSUING AGENCY

The Agency, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 AGENCY CONTACT

The Agency Buyer listed on page one (1) solicitation document shall be the sole point of contact for this RFQ. At no time shall a Prospective Contractor(s), nor persons acting on their behalf, communicate with any appointed or elected official, board member, or employee of NPC, their families or staff through written, digital, or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any vendor. Failure of a vendor to follow this clause may result in disqualification from this and/or future solicitation(s) and may be reported to the Arkansas Office of State Procurement for interference in the solicitation process.

1.5 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

**National Park College
ATTN: Kurt Markish
Gerald Fisher Bldg, Suite 327
101 College Dr.
Hot Springs National Park, AR 71913**

1.6 DEFINITION OF REQUIREMENT

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor’s response or in subsequent correspondence, **shall** cause the vendor’s response to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s *Agreement and Compliance Page* in the *Response Packet*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. “Prospective Contractor” means a person who submits a proposal in response to this solicitation.
- D. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- E. The terms “Request for Proposal”, “RFP,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “Proposal Submission Requirement” means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- 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 State agency using such a contract.
- J. “OSP” means the Arkansas Office of State Procurement.
- K. “Price” and “Cost” are used synonymously to refer to any monies to be spent on the software, services, materials, commodities, reimbursable, and other expenses.

1.8 **RESPONSE DOCUMENTS**

- A. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
- B. Responses may be submitted digitally, preferably on a flash drive. **Do not send electronic copies via email, fax, ftp, Dropbox or other digital media transfer method.**
- C. Responses may also be submitted via hard copy/paper. If submitting via hard copy, please submit five complete copies. If the Agency requests additional hard copies of the response, the copies must be delivered within twenty-four (24) hours of request.
- D. A signed *Proposal Signature Page* must be included with your response.
- E. The following items **should** be submitted in the original *Technical Proposal*.
- a. EO 98-04 Disclosure Form
 - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*
- F. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information, if not requested to do so in this RFQ.

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
- *Response Signature Page.*
 - Response to the *Submission Requirements and Evaluation Criteria* section.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Documents and/or information should be labeled so as to reference the Solicitation Number as listed on page 1.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - Signed Addenda, if applicable (if addendum was issued).

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:30 p.m., Central Time on **December 16, 2024**. Submit written questions by email to the Agency buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.

2. Vendors' written questions will be consolidated and responded to by the Agency. Agency's consolidated written response is anticipated to be posted to OSP's website by the close of business on **December 17, 2024**.

- B. Vendors may contact the Agency buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.11 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this RFQ.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:
 - Additional terms or conditions submitted intentionally or inadvertently.
 - Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more vendors shall not be accepted.
- B. A single prime contractor shall be awarded and held responsible for the contract and shall be the sole point of contact.

1.13 **FOIA**

Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

1.14 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency.
- B. Vendor **must not** alter any language in any solicitation document provided by the Agency.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. NPC **shall** have the right to award or not award a contract, if it is in the best interest of the Agency or the State of Arkansas to do so.
- F. NPC may, at any time and at its sole discretion, reject any and all responses, cancel the RFQ, or reissue the RFQ.
- G. NPC reserves the right to waive and/or seek correction of any irregularities contained in any response.
- H. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- I. Qualifications **must** meet or exceed the required specifications as set forth in this solicitation.
- J. NPC reserves the right to conduct reference checks. In conducting reference checks, NPC may include itself as a reference if the Contractor has performed work for NPC, even if the Contractor did not identify NPC as a reference.
- K. NPC reserves the right to check references for the Contract from other owners and designers even if they were not identified by the Contractor as a reference. NPC shall include such information obtained in the evaluation process.

1.15 REQUIREMENT OF ADDENDUM

- A. This Bid Solicitation **shall** be modified only by an addendum written and authorized by the Agency.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the solicitations website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 QUALIFICATION AND AWARD PROCESS**A. Successful Vendor Selection**

The ranking of vendors **shall** be determined by the total score each receives in evaluation(s). The vendor receiving the highest ranking score for their Response and Oral Presentations shall be selected as the apparent successful vendor and shall enter negotiations with the agency.

Other than highest ranking vendor, vendors shall not be notified of ranking.

A vendor that does not meet the needs of NPC or meet all required specifications shall not be selected for award, regardless of score ranking.

B. Negotiations

1. The agency shall enter pricing negotiations with the highest ranking vendor.
2. If the agency so chooses, it **shall** also have the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of the Agency. The Agency **shall** solely determine the items to be negotiated.
3. If the agency and vendor cannot reach an agreement regarding contractual matters, including pricing, NPC **shall** declare the vendor as non-responsive and shall begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time NPC decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award shall be posted on the Agency website at https://www.arkansas.gov/tss/procurement/pro_intent.php.
2. The anticipated award shall be posted to the OSP website prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract shall not be issued prior to the end of the posting period.
3. The Agency shall have the right to waive the policy of Anticipation to Award when it is in the best interest of the State to do so.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award. Other than the awarded vendor, vendors shall not be notified of Anticipation to Award posting.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes, which may include Legislative review and approval as well as the Agency's Board of Trustees.
2. The Agency Procurement Official shall be responsible for award and administration of any resulting contract(s).

1.17 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the Agency is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should accompany the solicitation response. If a Contractor is selected for award and has not submitted an EO Policy with the solicitation response, a copy must be obtained prior to contract award.
- C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

1.20 ISRAEL BOYCOTT RESTRICTION

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

1.21 ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES BOYCOTT RESTRICTION

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

1.22 SCRUTINIZED COMPANY RESTRICTION

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.24 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Solicitation* or any portion of the project without the Agency's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.25 RESERVATION

The Agency and the State **shall not** pay costs incurred in the preparation and/or submission of a response.

SECTION 2 – SCOPE

2.1 INTRODUCTION

National Park College (herein known as NPC, Agency) issues this Request for Qualifications (RFQ) to obtain qualifications from qualified partnerships, firms, corporations, joint ventures, etc. for a Construction Manager

(Vendor, Contractor, DBM) to construct a new welding facility on NPC property and demolish and remove current building 17, the former marine technology and current HVAC building.

Construction shall occur on the National Park Campus located at 101 College Dr., Hot Springs, AR 71913.

2.2 PROJECT COMPLETION

Construction **MUST** be completed prior to the July 1, 2026. Failure to complete the project in timeframe may result in penalties .

2.3 SCOPE

National Park College (herein known as NPC, Agency) issues this Request for Qualifications (RFQ) to obtain qualifications from qualified partnerships, firms, corporations, joint ventures, etc. for a Construction Manager (Vendor, Contractor, DBM) to construct a new welding facility on NPC property and demolish and remove current building 17, the former marine technology and current HVAC building.

The construction project shall include, but not limited to, clearing and development of land, and construction of a new welding facility, HVAC, internal and external lighting, electrical, plumbing, etc.

Once new facility is completed, Contractor shall remove equipment from current welding facility and install equipment in newly completed facility.

Contractor shall install new equipment purchased by NPC in newly completed facility.

Contractor shall be responsible for demolition of existing old welding facility and removal/disposal of all materials.

Selected Contractor shall be responsible for, but not limited to:

1. Selected Contractor shall be responsible for all aspects of the construction and demolition projects, including procuring all permits required, demolition of old facility and construction of new facility.
2. Contractor shall be able to provide:
 - a. Detailed cost estimating.
 - b. Budget Adherence, Value analysis and Constructability Review. Working closely with NPC, Contractor shall review drawings and specifications for cost savings, constructability, and coordination. NPC must approve all changes and specifications prior to any work/construction is completed.
 - c. Project schedule development/site construction analysis (i.e. construction phasing, project site access, site safety review, etc.)
3. Setting up estimates, construction time tables, and construction strategies
4. Obtain appropriate permits and licenses
5. Constructing, overseeing and directing construction project phases to completion
6. Reviewing the project in-depth to schedule deliverables and estimate costs
7. Select tools, materials, equipment and track inventory
8. Solicitation and selection of subcontractors
9. Coordinate and direct construction workers and subcontractors
10. Set appropriate project goals to make sure that work is done properly, on time, and within projected cost
11. Coordination between subcontractors, architects/engineers, and NPC
12. Prepare internal and external reports, both scheduled and requested, to architects and NPC
13. Ensure construction project complies with all building codes and regulatory requirements
14. When delays or problems occur, work with architects and NPC to make changes required to move the project past the issue
15. Attend weekly meetings with Agency, Architect, and others as necessary/required to discuss construction progress

2.4 ESTIMATED BUDGETS

The estimated construction budgets shall be:

Sitework: \$1,120,000

- Hardscape, Paving, Drives, Landscaping
- Building Pad, Site Utilities
- Building and Site Demolition

Building: \$3,900,000

- General Conditions, Insurance and Permitting
- Foundations, Steel Structure, Metal Stud Framing Systems
- Masonry, Metal Wall Panels, Thermal and Moisture Protection
- Doors, Hardware, Access Control, Windows, Overhead Doors Systems
- Drywall systems, Acoustics Control and Finishes
- Exterior Covered Canopy, Roof System
- Polished Concrete Flooring
- Fire Alarm and Protection Systems
- Plumbing, Mechanical and Electrical Systems

Construction Allowances: \$100,000

- Rock Removal, Undercut, Trenching

Furnishings and Equipment: \$800,000

- Relocate Existing Welding Booths
- Additional Welding Booths
- Classroom, Office and Lobby Furniture
- Low Voltage Wiring
- Classroom A/V Systems

Soft Costs: \$550,000

- Geotechnical Study
- Topography and Utility Survey
- Construction Materials Testing
- Architectural Fees
- Civil Engineering Fees
- Structural, Plumbing, Mechanical and Electrical Engineering Fees
- Fire Protection System Design Fees

Contingency: \$200,000

- Construction Contingency

Estimated Construction Costs: \$6,200,000**2.5 PERFORMANCE BOND/INSURANCE/LICENSING**

Awarded contractor shall be required to obtain and submit:

- Proof of a performance and payment bond.
- Proof of insurance as well as maintain appropriate insurance throughout the project.
- Proof of State licensing.

2.6 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The Agency 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. The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards shall become an official part of the contract.
- E. Performance Standards shall continue throughout the term of the contract.

- F. Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State shall have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

3.1 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

IMPORTANT NOTE: Vendors SHALL organize the following evaluation criteria in their response as listed below with the headers listed.

A. Cover Letter

Cover letter including the name, physical address, email address, and phone number of the main point of contact.

B. Commercial and Personnel Experience

1. Provide number of years in business. Provide evidence from the State of Arkansas to conduct business including copies of licensing.
2. List the names of key personnel with information that demonstrates the key personnel members' ability and experience to perform pre-construction and construction services phases.

C. Pre-Construction Experience

1. Provide examples of three (3) public or private commercial landscape/site improvement Construction Manager At Risk or Design/Build projects including size and complexity that demonstrates your ability to perform pre-construction services. Include the dollar amount of projects and brief descriptions of those projects.
2. Provide a narrative describing your process and approach to review of drawings and specification for cost savings, constructability, and coordination.
3. Provide a narrative describing your cost estimating approach.
4. Provide a narrative describing your ability to work as a team with Architect and Agency.

D. Commercial Construction Experience

1. Provide examples of three (3) public or private commercial landscape/site improvement construction projects, and their size and complexity, that demonstrate your ability to perform construction. Include the dollar amount of projects and brief descriptions of those projects.
2. Provide initial contract time, notice to proceed date, substantial completion date, and final completion date for the three (3) project examples above in 3.1 (C) (1). Provide explanations for any delays associated with those.
3. Provide safety plan, a list of explanation of all OSHA citations issued over the last five (5) years, and workers' compensation modifier.
4. Describe your previous experience working with agencies of higher education and/or the State of Arkansas.

E. Claims History

1. Provide a list of all lawsuits or arbitrations with an owner over the past five (5) years, in which you were named as a plaintiff or defendant. Describe controversy and outcome even if not final. If no lawsuits or arbitrations, you must state so in response.
2. Provide a copy of all City Engineer's decisions rendered over the past five (5) years or, if none, a statement that no City Engineer's decisions have been rendered.
3. List any construction projects over the past five (5) years your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.
4. List any projects with State of Arkansas or agencies of higher education where you received an unsatisfactory rating on MWBE or Contract Compliance by the State of Arkansas.

5. List bond rating

3.2 RESPONSE SCORING

In each sub-section, items/questions have each been assigned a maximum point value of five (5) points.

- A. The Agency will review each Response Packet to verify submission Requirements have been met. **Response Packets that do not meet submission Requirements shall be disqualified and shall not be evaluated.**
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
- In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 - The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Max Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
A. Cover Letter	5	4	40
B. Commercial and Personnel Experience			
1. Provide number of years in business. Provide evidence from the State of Arkansas to conduct business including copies of licensing.	5	6	60
2. List the names of key personnel with information that demonstrates the key personnel members' ability and experience to perform pre-construction and construction services phases.	5	6	60
C. Pre-Construction Experience			
1. Provide examples of three (3) public or private commercial landscape/site improvement Construction Manager At Risk or Design/Build projects including size and complexity that demonstrates your ability to perform pre-construction services. Include the dollar amount of projects and brief descriptions of those projects.	5	6	60
2. Provide a narrative describing your process and approach to review of drawings and specification for cost savings, constructability, and coordination.	5	6	60
3. Provide a narrative describing your cost estimating approach.	5	6	60
4. Provide a narrative describing your ability to work as a team with Architect and Agency.	5	6	60
D. Commercial Construction Experience			
1. Provide examples of three (3) public or private commercial landscape/site improvement construction projects, and their size and complexity, that demonstrate your ability to perform construction. Include the dollar amount of projects and brief descriptions of those projects.	5	6	60
2. Provide initial contract time, notice to proceed date, substantial completion date, and final completion date for the three (3) project examples above in 3.1 (C) (1). Provide	5	6	60

explanations for any delays associated with those.			
3. Provide safety plan, a list of explanation of all OSHA citations issued over the last five (5) years, and workers' compensation modifier.	5	6	60
4. Describe your previous experience working with agencies of higher education and/or the State of Arkansas.	5	6	60
E. Claims History			
1. Provide a list of all lawsuits or arbitrations with an owner over the past five (5) years, in which you were named as a plaintiff or defendant. Describe controversy and outcome even if not final.	5	6	60
2. Provide a copy of all City Engineer's decisions rendered over the past five (5) years or, if none, a statement that no City Engineer's decisions have been rendered.	5	6	60
3. List any construction projects over the past five (5) years your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.	5	6	60
4. List any projects with State of Arkansas or agencies of higher education where you received an unsatisfactory rating on MWBE or Contract Compliance by the State of Arkansas.	5	6	60
5. List bond rating	5	6	60
Totals	80	100%	1,000

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The Maximum Raw Points are defined as:

- 5 – Exceptional
- 4 – Above Average
- 3 – Acceptable/Average
- 2 – Below Average
- 1 – Unacceptable

E. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B) \times C = D$$

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

F. Vendor's weighted scores for sub-sections will be added to determine the Total Score for the Response.

3.2 ORAL PRESENTATIONS

The top three scoring vendors for Technical Scores shall be selected to do oral presentations for the Agency's evaluation committee. Vendors that are not in the top three scores shall NOT be contacted.

A. Vendor presentations shall include, but are not limited to:

1. Corporate overview
2. Experience in similar projects
3. Implementation strategy for Pre-Construction Services
4. Methods used for budget tracking and cost savings analysis
5. Methods used for sub-contractor identification and the bidding process
6. Methods used to prevent problems and resolve any emerging ones.

- B. Each of the top three (3) vendors shall have a specific time to do a presentation. A maximum of forty-five (45) minutes shall be allotted for each presentation.
1. 10 minutes maximum set-up time
 2. 20 minutes maximum presentation time
 3. 10 minutes for the evaluation committee members to ask questions to vendor
 4. 5 minutes maximum tear-down time
- C. A laptop, mouse, and large screen projection monitor shall be available to each vendor presenting. A vendor is not required to use provided equipment. Vendors may bring and use their own equipment. Regardless of equipment being used, vendors are still required to follow the maximum set-up and tear-down timeframes. NPC is not responsible for functionality or compatibility of equipment at time of presentation.
- D. Failure to comply within the limits of the timeframe given shall cost vendor presentation points.
- E. Presentation Points Table

Presentation Topic	Max Possible Presentation Points	Weighted Percentage	* Maximum Weighted Score Possible
1. Corporate overview	5	10	50
2. Experience in similar projects	5	17	85
3. Implementation strategy for pre-construction services	5	17	85
4. Methods used for budget tracking and cost savings analysis	5	17	85
5. Methods used for sub-contractor identification and the bidding process	5	17	85
6. Methods used to prevent problems and resolve any emerging ones	5	17	85
7. Other Information	5	5	25
Total Possible Presentation Score	35	100	500

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

- F. Evaluation committee members' presentation scores shall be averaged for each vendor and added to a vendor's Technical Score to achieve FINAL SCORE.

3.3 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the vendor submissions.

3.4 **SOLICITATION SCHEDULE**

The following schedule shall be used in this solicitation:

Event	Date
Release of RFQ	December 11, 2024
Clarification Submission Deadline	December 16, 2024
Clarification Response*	December 17, 2024
Proposal Submission Deadline	January 7, 2025
Bid Opening Date	January 8, 2025
Review of Submitted Bids*	January 13, 2025

Top 3 Scorers Notified*	January 13, 2025
Presentation for Top 3 Scoring Vendors*	January 16, 2025
Anticipation to Award Posted*	January 31, 2025
ALC Review*	February (TBD)
Contract Award*	March 1, 2025

**Dates are approximate*

3.5 **ETHICAL STANDARDS**

- A. Vendors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of NPC or the State of Arkansas, or to any official or employee of NPC's contractors, for the purpose of influencing this selection, as a gratuity, as a thank-you gift, or for any other reason. Any attempt by a vendor to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. Neither vendor nor any person acting on vendor's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official, board or cabinet member, or employee of NPC or NPC's contractors, their families or staff members. **All inquiries regarding the solicitation are to be directed to the designated agency contact ONLY as listed at the bottom of page 1 of this RFQ. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from vendor's formal response to the solicitation, written requests for clarification during the period officially designated for such purpose by NPC, neither vendor(s) nor persons acting on their behalf shall communicate with any appointed or elected official, board or cabinet member, or employee of NPC, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any vendor.**
- C. **The Agency Buyer listed on page one (1) solicitation document shall be the sole point of contact for this RFQ. At no time shall a Prospective Contractor(s), nor persons acting on their behalf, shall communicate with any appointed or elected official, board or cabinet member, or employee of NPC, their families or staff through written, digital, or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any vendor.**
- D. **Failure of a vendor to follow these ethical standards may result in disqualification from this and/or future solicitation(s) and may be reported to the Arkansas Office of State Procurement for interference in the solicitation process.**

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

4.1 **PAYMENT AND INVOICE PROVISIONS**

- A. Unless otherwise directed, all invoices **shall** be forwarded via email to:

accountspayable@np.edu
- B. Payment will be made in accordance with applicable NPC accounting procedures upon acceptance of goods and services by the agency.
- C. NPC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the Agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

- G. Selected vendor **must** be registered with NPC in order to receive payments.

4.2 **GENERAL INFORMATION**

- A. The Agency **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the Agency Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The Agency **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The Agency **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The Agency **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the Agency or State **must** take place in Pulaski County, Arkansas.
- F. The Agency **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The Agency **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by the Agency Procurement Official.
- J. In a contract with another party, the Agency will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the Agency has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
 - The contract has required the Agency to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 **STATEMENT OF LIABILITY**

- A. The Agency will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The Agency **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the Agency **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property

caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the Agency **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

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

4.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the Agency **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 **CONTRACT INTERPRETATION**

Should the Agency and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.8 **CANCELLATION**

- A. In the event the Agency no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the Agency **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the Agency **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
5. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
6. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
7. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
8. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
9. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
10. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
11. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
12. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
13. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
14. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.

- 15. PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 16. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 17. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 18. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 19. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 20. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this 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 vendor for the purpose of securing business.
- 21. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 22. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.



PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned				
	AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>				
PROSPECTIVE CONTRACTOR CONTACT INFORMATION					
<i>Provide contact information to be used for bid solicitation related matters.</i>					
Contact Person:			Title:		
Phone:			Alternate Phone:		
Email:					
ILLEGAL IMMIGRANT CONFIRMATION					
By signing and submitting a response to this <i>Bid Solicitation</i> , 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 <i>Bid Solicitation</i> , 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.					

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.**

Printed/Typed Name: _____ Date: _____