

Invitation for Bid (IFB)

SOLICITATION INFORMATION			
Solicitation Number:	FB-27002	Solicitation Issued:	October 6, 2026
Description:	Alumni Hall & New Charter Field		

Bid Opening Date:	October 23, 2026	Bid Opening Time:	2:30 PM CST
Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. Submissions received after the designated bid opening date and time may be rejected as untimely. Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas School for Mathematics, Sciences, and the Arts 200 Whittington Avenue Hot Springs, AR 71901 Suppliers are responsible for delivering their bid documents to ASMSA on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information. • Solicitation number • Date and time of bid opening • Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.

ASMSA PROCUREMENT SERVICES CONTACT			
Buyer:	Stephen Malec	Email:	malecs@asmsa.org

Section 1 - General Instructions and Information

***Do not** respond to items in this section unless specifically and expressly required*

1.1. Introduction

- 1.2.** The Arkansas School for Mathematics, Sciences, and the Arts is soliciting sealed bids from qualified contractors to furnish all labor, materials, equipment, and supervision for the construction of a new Alumni Hall & New Charter Field as described in the Contract Documents (Drawings and Project Manual) as prepared by Domain Architecture, APAC. The work is to be completed in accordance with the Contract Documents prepared by Domain Architecture, APAC. These documents are available upon request. Reach out to Kate McClean (kmclean@domainbr.com) or Hayley Pugh (hpugh@domainbr.com) for all construction related documents.

1.3. Current Environment

The Arkansas School for Mathematics, Sciences, and the Arts is looking to complete the construction of a new fitness center facility and green space (Alumni Hall & New Charter Field). ASMSA's residential model recognizes that helping students reach their full potential requires supporting their physical, emotional, social, and academic well-being. This dedicated fitness center and green space is intended to provide students with access to physical activity, stress relief, and promote healthy habits while strengthening community and balance within a rigorous academic environment.

1.4. Objective and Goals

The objective is to engage a qualified contractor to construct a new fitness center facility and green space (Alumni Hall & New Charter Field) at ASMSA—fully operational, code-compliant, and aligned with the school's residential and student wellness needs. Goals include completing all site, building, and green space improvements in accordance with the construction documents; adhering to applicable codes and standards; maintaining the established schedule and budget; ensuring safe and efficient construction practices; coordinating effectively with ASMSA, Domain Architecture, and other stakeholders; and integrating the new facilities with existing campus infrastructure and operations.

1.5. About ASMSA

The Arkansas School for Mathematics, Sciences, and the Arts is one of seventeen public, residential high schools in the country specializing in the education of talented and motivated students who have an interest and aptitude for mathematics and science as well as a passion for creativity, humanities, and the arts.

ASMSA is unique in its mission and service to education in Arkansas. Created in 1991 by an act of the General Assembly, we have the distinction of being one of the nation's top secondary schools for superior students. The Washington Post, Newsweek, and The Daily Beast have ranked ASMSA among the "Top 25" public high schools in America.

For more information on ASMSA, please see [About Us – Arkansas School for Mathematics, Sciences, and the Arts](#).

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1.6. Type of Contract

- A. As a result of this IFB, ASMSA intends to **award a contract to a single supplier.**
- B. By submitting a signed proposal in response to this IFB, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- C. Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit or division of the School of Arkansas System or any college or school in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

1.7. Schedule of Events

Event Description	Date
Release of IFB	10/6/2026
Pre-Bid Meeting	10/14/2026 @ 10:30AM
Site Visit	10/14/2026 @ 11AM
Questions from Bidders due	10/16/2026
Answers to questions posted*	10/20/2026
Bid Deadline/ Bid Opening	10/23/2026 @ 2:30PM
Evaluation complete*	10/24/2026
Recommended award submitted for legislative approval*	10/30/2026*
Final legislative review*	November 2026*
Award Commences*	December 1, 2027*

Table A

*Anticipated Dates.

1.7. Delivery and Shipping

- A. The contractor must begin work within 10 days of Notice to Proceed and complete all work within 18 months.
- B. All materials and equipment shall be delivered to the site at the contractor's expense and risk.
- C. Deliveries must occur during standard business hours (8:00 AM–4:00 PM, Monday–Friday).
- D. Any loss or damage incurred during transit or prior to acceptance by ASMSA is the responsibility of the contractor.
- E. Contractor must provide notice of anticipated delivery delays due to force majeure.

1.8. Mandatory Bidders Conference

ASMSA will host a bidders conference to provide additional information and clarification regarding the solicitation.

- A. The conference will take place on the date and time listed in Table A.
- B. The conference is important to prospective respondents to understand the tasks a respondent shall complete when submitting a proposal.
- C. The issuing buyer will post any updates from the bidders conference on the bid page.

1.9. Mandatory Site Visit

A mandatory site visit will be conducted on the ASMSA campus. **Prospective bidders should meet Phil Grace at 200 Whittington Ave, Hot Springs National Park, AR 71901 at 11 AM on October 14, 2026.**

1.10. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://asmsa.zoom.us/j/98871644179>

1.11. ASMSA Contract Administrator

- A. The Contract Administrator shall serve as ASMSA's representative and administrator of this contract.
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other ASMSA personnel to assist with the administration of the contract.

1.12. Clarification of IFB Solicitation

Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the school as deemed appropriate. The school's consolidated, written response is anticipated to be posted on the school's website by the close of business on the date provided in Table A.

- A. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
- B. Prospective suppliers' If a prospective supplier's questions are unclear or non-substantive, the school may request clarification of a question(s) or decline to answer.
- C. Prospective suppliers may contact the buyer with non-substantive questions before the proposal opens.
- D. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should

note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.

- E. An oral statement by ASMSA will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by ASMSA.

1.13. Definition of Terms

- A. The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.
1. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
 2. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
 3. "Shall" and "Must" mean the imperative and are used to identify requirements.
 4. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
 5. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
 6. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
 7. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
 8. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
 9. "Business Day" means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding State Holidays
 10. "State Holiday" means the following days during the year when State Offices are closed:

Christmas Day	New Year's Day
Christmas Eve	Thanksgiving Day
Dr. Martin Luther King Jr.'s Birthday	Veteran's Day
Independence Day	George Washington's Birthday and Daisy Gatson Bates Day
Labor Day	Memorial Day

11. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
 1. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
 2. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
12. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
13. "State" means the State of Arkansas.
14. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
15. "Solicitation Terms and Conditions" refers to the solicitation terms and conditions in Section 5 of this RFP document.
16. "ASMSA-Designated Emergency" means a condition identified by ASMSA as requiring immediate response based on factors including, but not limited to, human health, life, and safety, significant equipment failure, critical building operations, environmental conditions, potential property damage, or other circumstances requiring immediate response.
 1. The State of Arkansas' Emergency purchasing laws and procedures still apply.
17. "Preventative maintenance" means scheduled inspection, service, adjustment, testing, cleaning, lubrication, calibration, replacement, and other maintenance activities intended to maintain equipment in proper operational condition and reduce the likelihood of equipment failure.
18. "Corrective maintenance" means maintenance or repair performed to correct an identified malfunction, failure, deficiency, or other condition affecting the operation of covered equipment.
19. "Remote monitoring" means continuous electronic monitoring of applicable HVAC systems, controls, alarms, and related equipment for the purpose of identifying conditions requiring attention or intervention.

1.14. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

Printed responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

A. Response Packet

Prospective suppliers shall utilize the Response Packet to submit their responses.

- a. The Original Response Packet should be clearly marked "Original" and must be received on or before the proposal opening date and time.
- b. The packet must include the following:
 1. Signed Proposal Signature Page
 2. Signed Proposed Subcontractors Form, if applicable

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3. Supplier Acknowledgment And Proposed Modifications
4. EO 98-04: Contract and Grant Disclosure Form
5. Copy of prospective supplier's Equal Opportunity Policy
6. Official Bid Price Sheet
 - o Any management fees or costs should be disclosed below as well.
 - o Pricing should be proposed in US dollars and cents.
7. Other documents and information expressly required in this solicitation
8. **One (1)** flash drive with the following documents in PDF format.
 - o Signed Proposal Signature Page
 - o Signed Proposed Contractors Form, if applicable
 - o Supplier Acknowledgment and Proposed Modifications Form
 - o EO 98-04: Contract and Grant Disclosure Form
 - o Copy of prospective supplier's Equal Opportunity Policy
 - o Proof of current Workers' Compensation insurance coverage
 - o Proof of current Automobile Liability insurance
 - o Proof of current Commercial General Liability insurance
 - o Valid Arkansas contractor's license or the letter of intent to the licensing board
 - o Official Bid Price Sheet

1.15. Additional Terms and Conditions

- A. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here: <https://www.uasys.edu/system-office/finance-and-administration/procurement/>. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

Section 2 - Specifications

Do not respond to items in this section unless specifically and expressly required.

2.1. BACKGROUND

The Arkansas School for Mathematics, Sciences, and the Arts (ASMSA) is a public residential high school located in Hot Springs, Arkansas. As part of its ongoing commitment to supporting student wellness and providing a high-quality residential learning environment, ASMSA is undertaking the construction of a new Wellness and E-Sports facility, Alumni Hall, and New Charter Field.

The project will provide dedicated spaces that support physical activity, recreation, student engagement, and overall well-being. These improvements reflect ASMSA's residential model and its commitment to supporting students' physical, emotional, social, and academic development while fostering community and balance within a rigorous academic environment.

The project includes construction of the new facilities and associated site and green space improvements as detailed in the Contract Documents prepared by Domain Architecture, APAC. Work will include all necessary site development, building construction, infrastructure connections, and related improvements required to deliver complete, safe, accessible, code-compliant, and fully operational facilities.

The selected contractor will be responsible for furnishing all labor, materials, equipment, supervision, and coordination necessary to complete the project in accordance with the Drawings, Project Manual, applicable codes and standards, and ASMSA campus operations. The total project must be completed within eighteen (18) months following the Notice to Proceed.

This project represents ASMSA's continued investment in campus facilities that enhance the residential student experience, promote wellness, and provide spaces for students to connect, recharge, and thrive.

2.2. SCOPE OF WORK

The scope shall include, but not be limited to, the following:

- Furnishing all labor, materials, equipment, and supervision for construction of the building and all related site improvements.
- Construction of new Alumni Hall & New Charter Field on the existing campus of the Arkansas School for Mathematics, Sciences, and the Arts, as described in the Contract Documents, as prepared by Domain Architecture, APAC, and their consulting Engineers.
- Construction of the building, and all related site development, including but not limited to dirt work, landscaping, hardscaping, paving, and utilities.
- SWPP and construction site protection will be required.
- Students, faculty, and staff will be onsite during the duration of the project, and the Contractor will maintain project security, protection of the project site, and the protection of safety of the public. Contractor will maintain separation from the remainder of campus activities. Existing facilities / structures to remain shall be unaffected by this construction.
- Contractor shall adhere to all applicable codes, standards, and requirements of Authorities Having Jurisdiction.
- Contractor shall coordinate compliance with Owner's representatives, and Construction Documents.

- All materials and equipment shall be new, and unused. Damaged materials are to be discarded and replaced with new at no cost to the Owner.
- Maintenance of a clean and safe construction site is paramount with students, faculty, staff, and the public having access to areas adjacent to the project site.
- All work to be Substantially Complete within 18-months of the Notice to Proceed issued by the Owner.

2.3 CONSTRUCTION DOCUMENTS

The Contract documents (Drawings and the Project Manual which includes specifications) for the ASMSA Alumni & New Charter Field project includes, but is not limited to the following: grading, paving, drainage, utility work including connections, erosion control, landscaping and hardscaping, site access and site control, and the construction of a new 7,200SF wellness and activity center. Contract Documents are complimentary and should not be broken up or partially distributed. They include the building, all site work, and utility work along with service connections and existing features and facilities. All work to follow all applicable federal, state, and local codes, ordinances, and standards and requirements by all applicable Authorities Having Jurisdiction. Contract Documents are prepared by and provided by Domain Architecture, APAC.

2.4 MANDATORY REQUIREMENTS

Respondents must meet the following minimum requirements and provide documentation demonstrating compliance as part of their bid response:

- **Workers' Compensation Insurance:** Proof of current Workers' Compensation insurance coverage with limits of not less than \$1,000,000 and firm waiver of subrogation provisions, as applicable.
- **Automobile Liability Insurance:** Proof of current Automobile Liability insurance covering owned, non-owned, and hired vehicles used in connection with the project.
 - Minimum \$25,000 bodily injury per person
 - Minimum \$50,000 bodily injury per accident
 - Minimum \$25,000 property damage
- **Owner's and Contractor's Protective Liability Insurance:** Proof of current Owner's and Contractor's Protective Liability insurance coverage appropriate for the scope and value of the project.
- **Commercial General Liability Insurance:** Proof of current Commercial General Liability insurance with a combined single limit of not less than \$5,000,000 per occurrence for bodily injury and property damage and an aggregate limit of not less than \$10,000,000. Coverage shall include, at a minimum, premises and operations, contractual liability, products and completed operations, use of contractors and subcontractors, personal injury, property damage, and explosion, collapse, and underground (XCU) hazards.
- **Performance Bond:** The successful contractor shall provide a Performance Bond in an amount equal to 100% of the awarded contract value.
- **Payment Bond:** The successful contractor shall provide a Payment Bond in an amount equal to 100% of the awarded contract value.
- **Retainage Bond:** The successful contractor shall provide a Retainage Bond in an amount equal to 5% of the contract value.
- **Proof of Licensure or Eligibility:** In the State of Arkansas, a contractor's license is required for commercial projects exceeding \$50,000. Eligible firms not currently licensed in Arkansas must submit a letter to the Arkansas Contractors Licensing Board (501-372-4661) stating their intent to respond to an IFB issued by the University of Arkansas. The letter must include the project name and submittal date.

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Consulting and joint venture firms are also required to be licensed by the Arkansas Contractors Licensing Board. Notification to the Licensing Board must be made PRIOR to responding to this solicitation, and A COPY OF EITHER A VALID ARKANSAS CONTRACTOR'S LICENSE OR THE LETTER OF INTENT TO THE LICENSING BOARD DESCRIBED ABOVE FOR ALL TEAM MEMBER FIRMS MUST BE INCLUDED WITH THE RESPONSE. The final selected firm(s) will have 30 days to obtain the required license after award of the contract.

All required insurance policies and bonds shall remain in effect as required by the contract documents and applicable law. Insurance and bonding requirements are subject to review and modification by ASMSA and its legal counsel prior to contract execution.

Section 3 - Terms and Conditions

***Do not** respond to items in this section unless specifically and expressly required*

3.1. Doing Business With ASMSA

Compliance with Procurement Processes

- To conduct business with ASMSA, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
- Procurement Services will issue the apparent successful supplier an invitation to PaymentWorks upon completion of the evaluation, release of the Intent to Award letter, **and** ALC approval.
- Failure to register in PaymentWorks may result in the cancellation of this award or resulting contract.

Regulatory Compliance

- All work shall comply with the latest edition of the Arkansas Fire Prevention Code, local codes, ordinances, and applicable laws. Where conflicts occur, the most stringent requirement shall apply.
- Contractors must comply with the Americans with Disabilities Act (ADA) and Arkansas accessible design guidelines, where applicable.

Familiarity with Drawings and Site Conditions

- Contractors shall verify all dimensions shown in the drawings and shall report any discrepancies to the Architect before proceeding.
- Contractors shall visit the site prior to bidding to examine conditions and verify all information affecting the work.
- No extra compensation will be made for difficulties encountered due to the contractor's failure to examine the site or contract documents.

Materials and Substitutions

- Materials listed in the specifications establish standards of quality. No substitutions may be made without prior written approval.
- All materials and equipment must be delivered in undamaged condition and stored securely. Damaged materials must be replaced at no cost to the Owner.

Workmanship and Standards

- All vertical surfaces must be plumb, horizontal surfaces level, and alignments true within 1/8" in 10'.
- Finished surfaces must be free of defects such as waves, bulges, or unevenness.
- All moving parts shall operate freely without sticking or binding.

Coordination and Integration

- Contractors shall coordinate with all trades and subcontractors to ensure proper sequencing and avoid conflicts.
- Work must be laid out accurately, especially at intersections of multiple systems.
- Contractors shall review architectural, civil, structural, electrical, and mechanical drawings for discrepancies.

Project Cleanliness and Waste Removal

- Rubbish and waste must be removed regularly and not allowed to accumulate.
- Final cleaning is required at project completion before final acceptance.

Temporary Facilities and Utilities

- Contractor shall provide and remove all temporary facilities immediately after project completion.
- All utilities required for construction must be supplied by the contractor unless otherwise noted.

Safety and Protection

- Contractor shall protect all finished work, adjacent property, and utilities from damage.
- Work shall be executed with proper barricades, lighting, and signage as necessary for safety.

Insurance

- General Contractor must purchase and maintain insurance coverage in accordance with project requirements.

Construction Tolerances and Precision

- No unauthorized deviation from drawings will be permitted. Work must conform to indicated lines, grades, and dimensions.
- Installation of work must comply with manufacturer instructions and applicable codes.

3.2. Piggyback Clause

Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit, or division of the University of Arkansas System or any college or school in Arkansas will be eligible to acquire from the successful purchaser of bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

3.3. Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American, or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors “may explain the circumstances preventing minority inclusion.”

- A. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as 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
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined 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.

3.4. Equal Employment Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, ASMSA must have a copy of the supplier's Equal Opportunity Policy before issuing a contract award. ASMSA will maintain a file of all supplier EO policies submitted in response to solicitations issued by this office.

- A. *EO Policies* may be submitted electronically to the following email address: malecs@asmsa.org, but a hard copy should also be included with the bid response.
- B. Submitting an *EO Policy* to ASMSA is a one-time Requirement. Contractors are responsible for providing updates or changes to their policies and supplying *EO Policies* upon request to other state agencies, which must also comply with this statute.
- C. Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

3.5. Prohibition Of Employment Of Illegal Immigrants

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater shall certify with ASMSA that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this Bid Solicitation, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. In addition, if selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

3.6. Restriction Of Boycott Of Israel

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
 - a. A company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
 - b. Contracts with a total potential value of less than \$1,000.
- C. By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not, for the duration of the contract, boycott Israel.

3.7. Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries

In accordance with Ark. Code Ann. § 25-1-1002, the respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.

- A. The preceding does not apply to:
 - a. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
 - b. An agreement with a total potential value of less than \$75,000, or
 - c. A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

3.8. Restriction Of Contracts with Scrutinized Companies

- A. In accordance with Ark. Code Ann. § 25-1-1001, the respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of the bidder or in a subcontractor to be employed by the bidder
- B. A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership and includes any for-profit parent, subsidiary, or affiliate of such a company.
- C. This restriction applies regardless of the source of the funds but does not apply to exempt commodities and services.

3.9. Payment and Provisions

A. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
Arkansas School for Mathematics, Sciences, and the Arts ATTN: Accounts Payable 200 Whittington Avenue Hot Springs, AR 71901	<u>ACCOUNTSPAYABLE@ASMSA.ORG</u>

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the school.
- C. ASMSA may not be invoiced before delivery and acceptance of any equipment, service or commodity.
- D. Payment will be made only after the contractor has successfully satisfied the school as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or ASMSA Supplier Contract Number (SPC) should be referenced on each invoice.

Section 4 – Payments and On-Site Regulations

Do not respond to items in this section unless specifically and expressly required

4.1. Payment and Invoice Provisions

A. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS**EMAIL**

Arkansas School for Mathematics,
Sciences, and the Arts

ATTN: Accounts Payable

200 Whittington Ave, Hot Springs
National Park, AR 71901

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by ASMSA.
- C. ASMSA may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.
- D. Payment will be made only after the contractor has successfully satisfied ASMSA as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or ASMSA Supplier Contract Number (SPC) should be referenced on each invoice.

4.2. On-Site Regulations

- A. ASMSA is a tobacco-free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes or vape pens, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by ASMSA and on and within all vehicles on ASMSA property, and on and within all ASMSA vehicles at any location.
- B. The policies of ASMSA, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any ASMSA employees, students, faculty, or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct, or body movements or comments that the hearer could interpret as being derogatory in nature. This behavior and conduct is not tolerated or condoned on the campus of ASMSA. Vendors and contractors are

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required to exercise control over their employees, agents, and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees, or subcontractors may be immediately removed from the project site and ASMSA premises.