



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

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000558	Solicitation Issued:	July 1 st , 2026
Description:	Specialty Vehicle Insurance		
Department:	Department of Public Safety		

BID DUE DATE AND DELIVERY OF BIDS			
Bid Response Due Date:	July 7 th , 2026	Time:	10:00 a.m., Central Time
<p>Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system, by the Bid Response Due Date and Time. Bids received after the Bid Response Due Date and Time will be rejected as untimely. ARBuy can be accessed at arbuy.arkansas.gov.</p>			

LIVE BID OPENING INFORMATION	
Teams Meeting Link:	https://teams.microsoft.com/meet/277322202308250?p=bGbdpcHwSWC3xlOqa
Meeting ID:	277 322 202 308 250
Passcode:	Vk9rW3Rq
Call in (audio only):	501.244.3310 or find a local number
Phone conference ID:	560 057 7#

SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
SAS OSP Procurement Specialist:	Taylor Watkins	Procurement Specialist's Direct Phone Number:	(501) 683-6636
Email Address:	Taylor.Watkins@arkansas.gov	SAS OSP's Main Number:	501-324-9316
SAS OSP Website:	sas.arkansas.gov/procurement/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the SAS Office of State Procurement (SAS OSP) for the Department of Public Safety (“DPS” or “Department”) to obtain pricing and a contract for vehicle insurance.

Direct all correspondence regarding this Solicitation to SAS OSP and not to the Department of Public Safety.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, SAS OSP intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is August 01, 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by SAS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “**Shall**” and “**must**” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
 - 1. All bids received from responsive and responsible bidders exceed available funding; or
 - 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.

- D. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
- E. Negotiations are conducted at the sole discretion of the State.
- F. Once the anticipated awardee has been determined, the anticipated award will be posted to ARBuy, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
 - 1. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.5 CLARIFICATION OF SOLICITATION

- A. The Prospective Contractor should notify the SAS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid.
- B. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by SAS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAS OSP.

1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.
 - 1. Prospective Contractors **must** be registered in ARBuy to submit bids.
- B. *Bid Response Packet*
 - 1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation in ARBuy to submit their bids.
 - 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed Bid Signature Page; signature may be ink or digital.
 - b. Completed Bid Response Packet, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
 - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the SAS OSP Procurement Specialist during the Clarification of Solicitation period (see IFB Section 1.7).
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.

- Include **this bullet if price increase is an option**: A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
- v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price, and the net price should be shown in the bid.
- d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [Standard Commodities Contract](#) , section 14)
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [Standard Commodities Contract](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
 - a. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
 - b. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
 - c. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- C. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have a dedicated agent in position to assist the agency who **shall**, at minimum:
 - 1. Have at least five (5) years of experience.
 - 2. Have at least three (3) years of experience in drafting and reviewing manuscript policies and editing other policy form language.
- B. The Prospective Contractor **shall** be knowledgeable of all aspects of the insurance coverage referred to herein the IFB.
- C. The Prospective Contractor **shall** be licensed to do business in the State of Arkansas and **shall** be an admitted company prior to the award of any resulting contract.

2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** have the authority to effectuate the binding of coverage.
- B. The Contractor **shall** have an A.M Best Company rating of A (Excellent), Class Financial Size Category (FSC) XII or better.
- C. The Contractor **shall** have a dedicated agent in position to assist the agency with any questions and/or problems regarding policy.
- D. The Contractor **shall** have a Claims Manager in position to provide claim management on all claims.
- E. The Named Insured **must be** “Arkansas State Police”.
- F. Where a conflict between the specifications and requirements of this IFB and the Insurance Policy(s) exists, all specifications and requirements herein **shall** govern.
- G. Any conflict settlement **must** be in the best interest of DPS.

2.3 POLICY REQUIREMENTS

- A. The Contractor **shall** provide annual coverage and price negotiations with Insurers to secure the best terms and provisions for all coverage.
- B. The Contractor **shall** provide an annual evaluation of the commitment and financial stability of the insurance company to ensure compliance with all IFB specifications.
- C. The Contractor **shall** review policies for accuracy and correctness in advance of policy issue and delivery to minimize the need for corrections by endorsement.
- D. The Contractor **shall** deliver one (1) electronic copy and one (1) paper copy of each policy and all endorsements to the DPS.
- E. The Contractor **shall** negotiate all additional policy form changes with the insurance company as requested and approved by DPS.
- F. The Contractor **shall** provide a policy that includes replacement cost coverage.

2.4 EQUIPMENT

- A. The Contractor **shall** provide coverage for the following ASP's specialty vehicles and their equipment:

Vehicle & Equipment Description	VIN & Item Number	QTY	Deductible	Values
2008 Freightliner Mobile Command Center with Accessories CIASS m2 Armored	1FVHC5DEX8HZ86037	1	\$25,000	\$435,358.00
Truck B.E.A.R. Tactical Vehicle	1FVAC3BS88HZ04045	1	\$25,000	\$374,624.00
Truck Bearcat 3 Tactical Vehicle	1FDAF5HT6GEB87753	1	\$25,000	\$343,572.00
Truck Nomad Tactical Command Vehicle	1FD8W3HT8FEA64845	1	\$25,000	\$322,756.00
2022 Bearcat Tactical Vehicle	1FDUF5HT2NDA13646	1	\$25,000	\$352,439.00
AUC 1000 Communication System	B0000050872	1	\$5,000	\$28,631.00
AMX Autopatch 32x16 Router	N/A	2	\$5,000 (each)	\$4,945.00
BMS MV-LE Mobile Viewer	B1703	1	\$5,000	\$19,562.00
CDR 700 Repeater Housing	N/A	1	\$5,000	\$4,500.00
Camera System MBF 42' Mast	N/A	1	\$5,000	\$39,662.00
Dell Inspiron 910 Computer Laptop	B354QJ1	1	\$5,000	\$610.00
Dell Latitude 3440 Computer Laptop	6MCP412, 2MCP412, 8MCP412, 7MCP412, 4MCP412, 3MCP412, 5MCP412	7	\$5,000 (each)	\$8,837.00
Dell Latitude D610	JYKRL91	1	\$5,000	\$2,227.00

Dell Latitude E6400	CWSOTJ1	1	\$5,000	\$1,518.00
Dell Latitude E6440	H25KF12	1	\$5,000	\$1,764.00
Dell 4220 Projector	BR84NY1	1	\$5,000	\$1,018.00
Dell Poweredge R200 Server	8QLP9K1	1	\$5,000	\$2,473.00
Dell Optiplex 9020 Desktop Computer	DCMM02	1	\$5,000	\$869.00
Dell Latitude E6410 Laptop Computer	5YXLZN1	1	\$5,000	\$2,214.00
Dell Latitude E6420 Laptop Computer	D9QM5Q1	1	\$5,000	\$2,518.00
Dell Latitude E6420 Laptop Computer	7CRM5Q1	1	\$5,000	\$2,518.00
Dell 3400MP Projector	F82F081	1	\$5,000	\$1,559.00
DRACO System with Gas Breaching Head	N/A	1	\$5,000	\$25,000.00
Dejero Gateway	N/A	1	\$5,000	\$12,372.00
Garmin Nuvi 168LM GPS	40Z004423	1	\$5,000	\$259.00
HP LaserJet P2035 Printer	VNB3284257	1	\$5,000	\$208.00
Hughes Mobile Satellite Phone	6355	1	\$5,000	\$4,349.00

Icom 706MK11G MARS Radio	1515159	1	\$5,000	\$1,443.00
Icom ICA200 Radio	116152, 116153	2	\$5,000 (each)	\$3,475.00
Icom 706MK11G MARS Radio	1516160	1	\$5,000	\$1,443.00
Icom A3 VHF Air Band Transceiver	20042	1	\$5,000	\$815.00
Kenwood RF Decks Radio	80700060/80700116	1	\$5,000	\$2,116.00
Kenwood RF Decks Radio	80700118/80700058	1	\$5,000	\$2,116.00
Kenwood VM5930	X93011331330018, X93011402530174, X93009312230055, X93011404930276, X93011404930374, X93011404930233, X93011404930344, X93011404930357, X93011402530167, X93011402530178, X93011404930240, X93011404930359, X93011402530186, X93011402530003, X93011402530024, X93011326130125	16	\$5,000 (each)	\$4,856 (each)
Light Emergency System MBF IND	PAU000596	1	\$5,000	\$12,578.00
Motorola APX 6000 Radio	481CQK0345	1	\$5,000	\$1,758.00
MSAT Satellite Phone System	ESN16401490	1	\$5,000	\$4,670.00
Motorola APX 6500 Radio	527CRD0939, 527CRX1908	2	\$5,000 (each)	\$3,301.00 (*0939), \$3,394.00 (*1908)
Motorola XTS 5000 Radio	721CEYD187	1	\$5,000	\$5,716.00

Motorola XPR4550 Radio	038TPL3605	1	\$5,000	\$756.00
Motorola XPR5550 UHF 40 Watt Radio	511TE0299	1	\$5,000	\$785.00
Motorola CDM 1550LS UHF Radio	001THS0824,001THS0861,001THS0862,001THS0868	5	\$5,000 (each)	\$3,475.00
Motorola XPR4550 Radio	038TPC1081,038TPC1076,038TPC1077	3	\$5,000 (each)	\$2,228.00
MindShare	N/A	1	\$25,000	\$390,767.00
Motorola XTL 5000 Radio	500CFG0307	1	\$5,000	\$6,101.00
NUVICO Priority 174 DVR	N/A	1	\$5,000	\$1,736.00
PBX Phone System	N/A	1	\$5,000	\$2,182.00
Peltor Headset	N/A	1	\$5,000	\$616.00
Pelican Remote Lighting System	705657	1	\$5,000	\$1,365.00
Radio Kenwood VHF 50 Watt NXDN	C2510150, C2510149	2	\$5,000 (each)	\$1,193.00 (each)
Radio Kenwood UHF 45 Watt	C3110789, C3210938	2	\$5,000 (each)	\$1,193.00 (each)
3610 Radio Kenwood Mobile 35-Watt 700/800 MHZ	C3610418	1	\$5,000	\$1,521.00

Radio Kenwood Mobile 35-Watt 700/800 MHZ	C3610419	1	\$5,000	\$1,521.00
Smartboard with Computer	N/A	1	\$5,000	\$5,572.00
Samsung 42' Plasma Television	N/A	1	\$5,000	\$4,376.00
Samsung 19" LED Monitor	Z6U03CKDB10046Z	1	\$5,000	\$178.00
Safety Light Power Flare	N/A	1	\$5,000	\$595.00
Satrad Satellite Phone	16411039	1	\$5,000	\$4,684.00
Stinger Flashlight	C44186950415	1	\$5,000	\$93.00
Tracstar 1.2 Satellite Dish	N/A	1	\$5,000	\$31,111.00
Uniden BC796D Scanner	320Z54001164	1	\$5,000	\$570.00
UPS APC Smart	JS0748003660, JS0748003663	2	\$5,000 (each)	\$3,536.00
Virtual Link Whiteboard	AAF53F62	1	\$5,000	\$2,921.00
Whelen Front Blue Light Stick	N/A	1	\$5,000	\$501.00
Whelen Rear Blue Light Stick	N/A	1	\$5,000	\$501.00
Whelen LED Surface Blue Light Stick	N/A	2	\$5,000 (each)	\$265.00 (each)

Zoll AED Plus Defibrillator	X17B898562, X17B898784	2	\$5,000 (each)	\$1,459.00 (each)
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2.5 CLAIMS-RELATED REQUIERMENTS

- A. The Contractor **shall** provide a 24-hour claims reporting phone number for all claims intakes.
- B. The Contractor **shall** handle all claim calls in an efficient manner to minimize expense and customer dissatisfaction.
- C. The Contractor **shall** verify accuracy of all claims-related documents.

2.6 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. [Table A: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damage, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19-CAR § 1-401).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
 - 3. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
 - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
 - 3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly

employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

- E. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- F. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
 - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- G. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)).
 - 1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
- I. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.
- K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

3.3 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received

such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.