



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM
PROCUREMENT DIVISION
One Capitol Mall, Suite 4A-900
Little Rock, Arkansas 72201

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	ADPHT-24-022	Solicitation Issued:	September 29, 2023
Description:	Replacement of Fireplace Inserts for seventeen (17) structures at Devil's Den State Park		
Agency:	Arkansas Department of Parks, Heritage, and Tourism		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	October 13, 2023	Bid Opening Time:	1:00 PM, Central Standard Time
Submissions for this Invitation for Bid must be submitted to adpht.procurement@arkansas.gov designating the IFB number and "Response" in the subject line of the email.			

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
ADPHT Buyer:	John Gearhart	Buyer's Direct Phone Number:	501-324-9580
Email Address:	john.gearhart@arkansas.gov	ADPHT Procurement Main Number:	501.682.4933
Bid Posting Website:	Office of State Procurement – Other Procurement Units		

SECTION 1 – REQUIREMENTS

- ***Do not*** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Parks, Heritage, and Tourism (ADPHT or Department) for Devil's Den State Park to obtain pricing and contracts for the fireplace insert replacement of seventeen (17) structures.

1.2 TERMS USED IN SOLICITATION

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

- A. "Department" means any agency, division, entity, museum, or State Park that is under the direction of the Arkansas Department of Parks, Heritage and Tourism.
- B. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- D. "Requirement" means a specification that a Contractor is obligated to complete when submitting a bid response to this IFB is designated by the terms "**must**" and "**shall**" in the requirement.

1.3 GENERAL REQUIREMENTS FOR EACH STRUCTURE

- 1 The Prospective Contractor **shall** remove and replace the fireplace insert on seventeen (17) structures as outlined in the specifications below. The seventeen structures are:

a. Cabin 1	g. Cabin 7	m. Cabin 14
b. Cabin 2	h. Cabin 8	n. Cabin 15
c. Cabin 3	i. Cabin 9	o. Cabin 16
d. Cabin 4	j. Cabin 10	p. Cabin 17
e. Cabin 5	k. Cabin 11	q. Cabin 18
f. Cabin 6	l. Cabin 12	
2. The Prospective Contractor **shall** perform all work at Devil's Den State Park located at 11333 West Arkansas Highway 74, West Fork, Arkansas.
3. The Prospective Contractor **shall** perform all working during normal park operating hours of 8:00 a.m. through 5:00 p.m. Monday through Friday, excluding State Holidays.
4. The Prospective Contractor **shall** remove existing firebrick, damper, and flue liner from each facility listed in this IFB.
5. The Prospective Contractor **shall** create safety barriers to keep bystanders out of the work area and at a safe distance.
6. The Prospective Contractor **shall** be responsible for all permits required to perform and complete the work stated in this solicitation.
7. The Prospective Contractor **shall** complete all work within sixty (60) days of contract award.

8. The Prospective Contractor **shall** remove all debris, including nails, metals, and disposable materials from the project site and the park daily.
9. The Prospective Contractor **shall** repair any damaged masonry before new insert is installed.
10. The Prospective Contractor **shall** install new fireplace insert, proper flue liner, flue cap, and chimney flash on each structure.
11. The Prospective Contractor **shall** install each fireplace insert to meet the manufacturer's specifications and any state, county, and city building codes.
12. The Prospective Contractor **shall** install fireplace insert trim kits on each structure.
13. The Prospective Contractor **shall** re-seal all roof penetrations.
14. The Prospective Contractor **shall** be responsible for all materials, deliveries, and their protection during construction.
15. The Prospective Contractor **shall** protect building from elements during construction and take precautions to prevent damage to landscaping.
16. Any discovered damage **must** be reported in writing to the park representative and **must** be reported to the ADPHT Central Office Buyer listed on page one (1) of this document, *prior* to any repair work being completed, for approval, and for any adjustment(s) to the purchase order. Information regarding the repair should include the cost for all labor and materials.
17. The Department and Devil's Den State Park will not be responsible for equipment and materials left at the project site.
18. The Prospective Contractor **shall** submit photographs during installation to Greg Hart or his designee.
19. Upon installation of each fireplace insert, the Prospective Contractor **shall** contact Greg Hart at 501.554.9704 to complete final inspection.

1.4 SPECIFICATIONS FOR EACH STRUCTURE

A. CABIN 1

Building Number: 16.05

GPS Coordinates Lat/Long: 35.7783, - 94.2504

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

B. CABIN 2

Building Number: 16.07

GPS Coordinates Lat/Long: 35.7781, - 94.2508

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

C. CABIN 3

Building Number: 16.04

GPS Coordinates Lat/Long: 35.7780, - 94.2500

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

D. CABIN 4

Building Number: 16.06

GPS Coordinates Lat/Long: 35.7778, - 94.2498

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

E. CABIN 5

Building Number: 16.43

GPS Coordinates Lat/Long: 35.7769, - 94.2525

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.

2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

F. CABIN 6

Building Number: 16.08

GPS Coordinates Lat/Long: 35.7774, - 94.2508

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

G. CABIN 7

Building Number: 16.09

GPS Coordinates Lat/Long: 35.7770, - 94.2515

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

H. CABIN 8

Building Number: 16.10

GPS Coordinates Lat/Long: 35.7776, - 94.2516

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

I. CABIN 9

Building Number: 16.11

GPS Coordinates Lat/Long: 35.7780, - 94.2516

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

J. CABIN 10

Building Number: 16.44

GPS Coordinates Lat/Long: 35.7767, - 94.2528

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

K. CABIN 11

Building Number: 16.13

GPS Coordinates Lat/Long: 35.7787, - 94.2512

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

L. CABIN 12

Building Number: 16.14

GPS Coordinates Lat/Long: 35.7787, - 94.2519

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.

The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.

3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

M. CABIN 14

Building Number: 16.14

GPS Coordinates Lat/Long: 35.7787, - 94.2519

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

N. CABIN 15

Building Number: 16.16

GPS Coordinates Lat/Long: 35.7779, - 94.2518

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

O. CABIN 16

Building Number: 16.17

GPS Coordinates Lat/Long: 35.7773, - 94.2522

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

P. CABIN 17

Building Number: 16.18

GPS Coordinates Lat/Long: 35.7768, - 94.2524

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

Q. CABIN 18

Building Number: 16.19

GPS Coordinates Lat/Long: 35.7767, - 94.2527

1. The Prospective Contractor **shall** provide labor, equipment, and materials to remove existing firebrick, damper, and flue liner.
2. The Prospective Contractor **shall** provide labor, equipment, and materials to install new fireplace insert, properly sized flue liner, flue cap, and chimney flash.
3. The Prospective Contractor **shall** provide labor, equipment, and materials to fill in or repair any damaged or missing masonry in firebox.
4. The Prospective Contractor **shall** install new cricket at chimney.

1.5 REQUIRED SITE VISIT:

- A. The Prospective Contractor **shall** make a site visit with Park Superintendent or his designee.
- B. The Prospective Contractor **shall** meet with the Park Superintendent or his designee at the Visitor Center at the park.
- C. Devil's Den State Park location is:

Devil's Den State Park
11333 West AR Highway 74
West Fork, AR 72774
(479) 761-3325

- D. The Prospective Contractor **shall** bring site verification form to the site visit to have park personnel conducting the site visit to sign after completion of the site visit. The signed site visit verification form **must** be submitted with the Prospective Contractor's bid response.
- E. The Prospective Contractor **shall** arrive no later than ten (10) minutes *prior* to the actual start time of the site visit.

- F. The Prospective Contractor and/or their representatives present and participating in the required site visit will be given the opportunity to ask questions during site visit. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses provided by ADPHT personnel to any question posed at the required site visit will become part of a contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this solicitation.

1.6 LOCATION

Devil's Den State Park
11333 West AR Highway 74
West Fork, AR 72774
(479) 761-3325

- A. The Department requests completion of project on or before sixty (60) days from time awarded. If this project date cannot be met, the Prospective Contractor **shall** notify the Park Superintendent or his designee about the alternate number of days required to complete the project in the ordering agency's designated location. Failure to state the alternate delivery time obligates the Contractor to complete project by the Department's requested date. Extended completion dates of projects may be considered when in the best interest of the Department.

1.7 INSURANCE

- A. The Prospective Contractor **shall** provide a Certificate of Insurance for the following:

1. General Contractor's Liability
 - a. General Liability insurance coverage **must** be a combined single limit of \$1,000,000 for each occurrence.
 - b. General Liability insurance coverage **must** be \$2,000,000 for general aggregate.
2. Proof of vehicle insurance
 - a. Vehicle insurance coverage **must** be a combined single limit of \$1,000,000.
3. Worker's Compensation Certificate of Insurance
 - a. Worker's Compensation insurance coverage **must** meet State of Arkansas statutory limits.
 - b. Should the Prospective Contractor have too few employees to carry Worker's Compensation insurance, then he **shall** provide a statement on his company letterhead that his company does not qualify for Worker's Compensation because of having too few employees.
4. The Prospective Contractor **shall** list the Agency's name and address as the certificate holder.
- 5 The Prospective Contractor **shall** maintain all required insurance throughout the term of the contract, including any extensions.

1.8 GUARANTY

- A. 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 invitation.

- B. Units bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications, except where these specifications require substitution in lieu of manufacturer's standard.
- C. The successful contractor must supply one (1) set of service, parts, and operating manuals, if applicable.
- D. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished.
- E. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed.
- F. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration.
- G. The bidder's obligations under this section shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

1.9 DISCOVERY OF HIDDEN DAMAGE

- A. Any discovered damage or additional repair needed must be reported to the park superintendent in writing.
- B. The park superintendent will submit the information to the ADPHT Central Office buyer prior to any repair work being performed, for approval and adjustment of the purchase order.
- C. The bidder may submit a quote for additional repair. Information regarding the repair should include an itemized list that includes all labor, materials, and any additional costs required to complete the repair.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 ISSUING AGENCY

The ADPHT buyer listed on page 1 of this IFB is the sole point of contact regarding the IFB throughout the solicitation process.

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, ADPHT intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is upon award, except that the actual contract start date may be adjusted unilaterally by the State for up to three 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 agency, the contract may be renewed by the Department 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.

2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on an "all or none" basis.

2.4 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted electronically, in PDF format, to adpht.procurement@arkansas.gov. The Prospective Contractor **shall** provide in the subject line the bid number and "Response." Should the Prospective Contractor omit adding the bid number and "Response" to the subject line, the bid will be rejected.
 - a. *Signed Bid Signature Page.* (See *Bid Response Packet*.)
 - i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. The *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents and attached in the email with the *Bid Response Packet*.
2. The following items should be submitted electronically, in PDF format, with the *Bid Response Packet*. Should the Prospective Contractor omit any of the items listed below, upon notification by the ADPHT buyer, the Prospective Contractor **shall** submit these supporting documents to adpht.procurement@arkansas.gov with the subject line noting the bid number and "Supporting Contract Documents."
 - a. *EO 98-04 Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*, if applicable.
 - c. *Proposed Subcontractors Form*.

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

SECTION 3 – TERMS AND CONDITIONS

Prime Contractor Responsibility. A single Prospective Contractor must be identified as the prime contractor. The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for performance thereof.

Award Process – Negotiations (IFB). (1) If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State. (2) If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time as the State decides not to move forward with an award.

Award Process – Anticipation to Award (IFB). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (IFB). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Award Process – Negotiations (RFP). (1) If the State so chooses, it may conduct discussions for the purposes of negotiation or clarification. (2) Negotiation is optional and conducted at the sole discretion of the State. (3) Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible to being selected for award or in serial fashion beginning with the highest-ranked Prospective Contractor and proceeding to the next highest-ranked Prospective Contractor. The negotiation process may be repeated until the State awards a contract, gives notice of anticipated award, or until the State decides to conclude negotiations. (4) The State may elect to request best and final offers.

Award Process – Anticipation to Award (RFP). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (RFP). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Pricing. (1) Prospective Contractors shall include all pricing as requested in the solicitation, which may include filling out an *Official Solicitation Price Sheet* attached to the solicitation posting. If any cost is not identified by the successful Contractor but is subsequently incurred in order to perform its contractual obligations, the Contractor shall bear this additional cost. (2) If the *Official Solicitation Price Sheet* does not allow for accurate pricing, please notify the buyer at least seventy-two (72) hours prior to the solicitation submission deadline. (3) Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. (4) Prices shall be firm offers and shall not be subject to escalation unless otherwise specified in the *Solicitation*. (5) "Discount from list" bids or proposals are not acceptable unless requested in the *Solicitation*. (6) Do not include State or local taxes in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the *Solicitation*. (7) DO NOT submit any ancillary information not related to actual pricing on or with bid or proposal response.

Independent Price Determination. (1) By submission of a bid or proposal, the Prospective Contractor represents and warrants that the prices in the bid or proposal have been arrived at independently, without any collusion with another competing Prospective Contractor. (2) Collusion violates Arkansas Procurement Law. Not only can it lead to suspension or debarment, but it can also be referred to the Attorney General's office for investigation and appropriate legal action.

Past Performance. In accordance with the provisions of Arkansas Procurement Law, specifically TSS OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective

Contractor is “responsible.” Bids or proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

Proprietary, Confidential, and Exempt Information. (1) Submission documents pertaining to the *Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). (2) In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding and sealed proposal process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets, personally identifiable information, and other information exempt from public disclosure pursuant to FOIA. (3) Under no circumstances will pricing information submitted in response to an invitation for sealed bids or request for sealed proposals be designated as confidential after the sealed bids or sealed proposals have been opened. (4) Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid or proposal. By so redacting any information contained in the bid or proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA. (5) If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit a complete copy of the submission documents from which any proprietary, confidential, or exempt information has been redacted within their bid or proposal response. Except for the redacted information, the redacted copy must be identical to the non-redacted bid or proposal response, reflecting the same pagination and showing the space from which information was redacted. (6) The Prospective Contractor is responsible for identifying all proprietary, confidential, and exempt information and for ensuring it is protected against restoration of redacted data. (7) 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. (8) 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.

Caution to Prospective Contractors. (1) Prior to any contract award, address all communication concerning the *Solicitation* through the buyer listed on page one (1) of the solicitation document. (2) Do not alter any language in any solicitation document provided by the State. (3) Do not alter any pricing documents provided as part of any solicitation document provided by the State. (4) As requested, provide clarification regarding Prospective Contractor’s bid or proposal response. (5) Qualifications and proposed services must meet or exceed the required specifications as set forth in the *Solicitation*. (6) Prospective Contractors may submit multiple bids or proposals.

Quantities. Quantities stated in a *Solicitation* for term contracts are estimates only and are not guaranteed. Contractor must bid or propose 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. Quantities stated on firm contracts are actual Requirements of the State.

Guaranty. All items bid or proposed shall be newly manufactured and merchantable, unless otherwise expressly indicated in the *Solicitation*. By submitting a bid or proposal, the Prospective Contractor implicitly represents and warrants that any goods it sells to the Department under a resulting contract shall be merchantable.

Samples. Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the Prospective Contractor’s name and address, bid/proposal or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor’s expense. After reasonable examinations, all demonstrators will be returned at Prospective Contractor’s expense. Tests may be performed on samples or demonstrators submitted with the bid/proposal 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 to the testing shall be borne by the Contractor.

Brand Name References. Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids or proposals on brands of like, nature, and quality will be considered. If bidding or proposing on other than referenced specifications, the bid or proposal 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 Prospective Contractor to supply additional descriptive material. The Prospective Contractor shall guarantee that the product offered will meet or exceed specifications identified in the *Solicitation*. Prospective Contractors not bidding

or proposing 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.

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

Addendums. (1) Only an addendum written and authorized by the State will modify the *Solicitation*. (2) An addendum posted within three (3) calendar days prior to the bid or proposal opening may extend the bid or proposal opening and may or may not include changes to the *Solicitation*. (3) The Prospective Contractor is expected to check the OSP website under Other Procurement Units for any and all addenda up to bid or proposal opening.

P-Card Acceptance. (1) Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. (2) Price changes or additional fee(s) must not be levied against the Stat when accepting the p-card as a form of payment. (3) VISA is not the exclusive method of payment.

Minority and Women-Owned Business Policy. (1) A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of Arkansas who is: African American, American Indian, Asian American, Hispanic American, Pacific Islander American, a Service-Disabled Veteran as designated by the United State Department of Veteran Affairs. (2) A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State. (3) The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page* or *Proposal Signature Page*.

Equal Opportunity Policy. (1) In compliance with Arkansas Code Annotated § 19-11-105, the State must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. (2) *EO Policies* should be included with the bid or proposal response. (3) Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

Prohibition of Employment of Illegal Immigrants. (1) Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services shall certify that they do not employ or contract with illegal immigrants. (2) By signing and submitting a response to a *Solicitation*, Prospective Contractors agree and certify that they do not employ or contract with illegal immigrants. If selected for award, the Prospective Contractor certifies that they shall not employ or contract with illegal immigrants during the aggregate term of the contract.

Restriction of Boycott of Israel. (1) 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. (2) This provision does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. (3) By checking the designated box on the Bid Signature Page or Proposal Signature Page of the response packet, the Prospective Contractor agrees and certifies that Prospective Contractor does not and shall not boycott Israel for the duration of the contract.

Prohibition of Public Entities from Contracting with Companies that Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. Pursuant to Arkansas Code Annotated § 25-1-1001, Contractor(s) providing services shall certify that they do not and will not engage in a boycott of energy, fossil fuel, firearms, or ammunition industries and shall not boycott those industries for the aggregate term of the contract.

Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, a Contractor agrees that: (a) the Contractor 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 and advertisements for employees, the Contractor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or Contractor.

Contingent Fee. By submitting a bid or proposal, the Prospective Contractor represents and warrants that the Prospective Contractor 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 Prospective Contractor for the purpose of securing business.

Compliance with State Shared Technical Architecture Program. The Prospective Contractor's solution must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.