



**STATE OF ARKANSAS**  
**ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM**  
**PROCUREMENT DIVISION**  
 One Capitol Mall, Suite 3B-201  
 Little Rock, Arkansas 72201

**INVITATION FOR BID**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
<b>Bid Number:</b>	ADPHT-24-036	<b>Solicitation Issued:</b>	November 6, 2023
<b>Description:</b>	Prescribed Burns for Devil's Eyebrow and Slippery Hollow Natural Areas		
<b>Agency:</b>	Arkansas Department of Parks, Heritage and Tourism, Division of Arkansas Natural Heritage Commission (ANHC)		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
<b>Bid Opening Date:</b>	November 15, 2023	<b>Bid Opening Time:</b>	2:00 p.m., Central Time
Submissions for this Invitation for Bid <b>must</b> be submitted to <a href="mailto:adpht.procurement@arkansas.gov">adpht.procurement@arkansas.gov</a> designating the IFB number and "Response" in the subject line of the email. Submissions received after the date and time listed above may be rejected.			

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
<b>ADPHT Buyer:</b>	Cara Bono	<b>Buyer's Direct Phone Number:</b>	501.682.6910
<b>Email Address:</b>	<a href="mailto:Cara.Bono@arkansas.gov">Cara.Bono@arkansas.gov</a>	<b>ADPHT Purchasing Main Number:</b>	501.682.4933
<b>Bid Posting Website:</b>	<a href="#">Office of State Procurement – Other Procurement Units</a>		

## SECTION 1 – REQUIREMENTS

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

### 1.1 INTRODUCTION

- A. This Invitation for Bid (IFB) is issued by the Arkansas Department of Parks, Heritage and Tourism (ADPHT or Department) for Division of Arkansas Natural Heritage Commission (ANHC) to obtain pricing and a contract for prescribed burns at Devil's Eyebrow and Slippery Hollow Natural areas.
- B. The contract will be awarded to the most responsive and responsible Prospective Contractor submitted ADPHT. The buyer listed on page one (1) of this IFB is the sole point of contact throughout the solicitation process. Direct all questions, comments, or

### 1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Teams Meeting Link: [Click here to join the meeting](#)

Meeting ID: 244 764 170 609

Meeting Password: DCzNLC

Call-In Information: 501.244.3310

Phone Conference ID: 402 838 545#

### 1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing to [adpht.procurement@arkansas.gov](mailto:adpht.procurement@arkansas.gov) by 4:00 p.m., Central Time on or before November 8, 2023. The subject line **must** include the IFB number and "Questions."
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and answered by the Department as deemed appropriate. The Department's consolidated written response is anticipated to be posted to the website listed on page 1 of this IFB by the close of business on November 9, 2023. If Prospective Contractor questions are unclear or non-substantive in nature, the ADPHT buyer may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the ADPHT buyer of any term, condition, or any other language in the bid document that precludes the Prospective Contractor from submitting a compliant, responsive bid. 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 ADPHT buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the ADPHT buyer or any other ADPHT staff member 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 the Department.

#### 1.4 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. "Contractor" means a legally qualified corporation, partnership, or other entity submitting a response pursuant to this IFB that will be performing as the Contractor under any resulting contract.
- B. "Department" means any agency, division, entity, museum, or State Park that is under the direction of the Arkansas Department of Parks, Heritage and Tourism.
- C. "Fiscal Year (FY)" means the Fiscal Year for the State of Arkansas. A State of Arkansas Fiscal Year is from July 1 through June 30.
- D. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- E. "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- F. "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.
- 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 State Department using such a contract.
- H. "Working Days" means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).

#### 1.5 MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** be physically located in the United States.
- B. The Prospective Contractor **shall** have experience in successfully:
  - 1. Installing and maintaining fire lines in accordance with the specifications listed in item F, under Section 2.3 General Requirements.
  - 2. Conducting prescribed fires in rugged terrain.
  - 3. Synthesizing burn plans that include the items listed in item J under Section 2.3 General Requirements.
  - 4. Synthesizing post burn reports/evaluations.

#### 1.6 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide two (2) prescribed burns:
  - 1. 1,000 acres at Devil's Eyebrow Natural Area.

2. 361 acres at Slippery Hollow Natural Area.
  3. This involves installation of new fire line, maintenance of existing Fireline, creation of prescribed burn plans, implementation of prescribed fires, and synthesis of post-burn reports including desired metrics, all according to desired specifications and parameters specified herein and direction provided by designated ANHC staff.
- B. Contractor **shall** furnish all tools, material, equipment, and labor necessary to complete each project.
  - C. Contractor **shall** make proper notifications prior to the prescribed burns, such as but not limited to notifying the county sheriff's office, the Arkansas Forestry Division, neighbors in the area, the local fire department closest to the prescribed burn area and any other entities deemed necessary or requested by ANHC.
  - D. Contractor **shall** manage any public interest during the burn such as but not limited to speaking with passers-by and setting up the signage to indicate smoke/fire nearby.
  - E. Contractor **shall** notify ANHC staff at least two (2) working days prior to fire line installation and prescribed fire operations.
  - F. Contractor **shall** use fire line path designated by ANHC staff unless contractor receives written ANHC personnel permission to deviate.
  - G. All new fire line installation **must** be handline. NO HEAVY EQUIPMENT may be used, including but not limited to bulldozers, excavators, and grinders. Soil and surrounding vegetation disturbance **must** be kept to a minimum. Hand tools and small engine equipment, such as trimmers, blowers, chainsaws, and small brush cutters may be used to create a new fire line. Any other equipment **must** be approved by ANHC prior to use.
  - H. Standing dead trees (snags) should be left when possible. Raking or blowing around them is preferable to felling due to value as wildlife habitats.
  - I. Contractor **shall** schedule all work with Emily Roberts or her designee. Contact information will be provided to awarded contractor.
  - J. Existing fire line, trails, and roadbed maintenance is allowable with small power equipment and Brush cutters/mowers with prior, written approval from ANHC. Any alteration that diminishes the quality or condition of existing trails and roads beyond removal of vegetation necessary to maintain fire line must not occur.
  - K. Contractor **shall** share an example Burn Plan with ANHC staff with bid submission. Burn plan must include:
    1. Information on burn unit fuels and fire line condition.
    2. Prescribed burn objectives.
    3. Safety/Medical directives.
    4. Weather prescription.
    5. Official notifications.
    6. Fire behavior.
    7. Smoke management plan.

- L. Prescribed burns **shall** take place before February 15, 2024 if appropriate weather conditions allow. If the prescribed fires do not take place by February 15, 2024 the contractor will only be paid for the services delivered including but not limited to burn plan synthesis and fire line installation.
- M. Contractor **shall** communicate with an ANHC designated team member on a schedule mutually agreed upon between the awarded Contractor and ANHC to report project updates, schedules, and other information as needed by both parties.

### 1.7 PRESCRIBED BURN LOCATIONS

- A. Slippery Hollow Natural Area (355 acres) – See Attachment A posted with solicitation documents. Lakeway, Arkansas (junction of State Highway 14 and County Road 8001). Go north on State Highway 14 for approximately 1.4 miles.
- B. Devil’s Eyebrow Natural Area (1,000 acres) – See Attachment A posted with solicitation documents. Located in Garfield, Arkansas. Travel east on US Highway 62 for 4 miles to the community of Gateway. From the junction of Highway 62 and Highway 37 at Gateway, continue east on US Highway 62 for 0.5 miles to the entrance of the natural area (on the south side of the highway).

### 1.8 INSURANCE

- A. The Prospective Contractor **shall** provide a Certificate of Insurance for the following:
  - 1. General Contractor’s Liability
  - 2. Worker’s Compensation Certificate of Insurance
    - a. 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.
  - 3. The Prospective Contractor **shall** list the Agency’s name and address as the certificate holder.

### 1.9 PRICING

- A. The Prospective Contractor **shall** provide a total project cost for Slippery Hollow Natural Area and a total project cost for Devil’s Eyebrow Natural Area on the Official Solicitation Price Sheet attached with the solicitation documents.
- B. All costs **must** be entered without tax. Tax, if applicable, will be added to a resulting purchase order to the awarded Contractor.

### 1.10 ACCEPTANCE OF STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. The State shall have the option to return any product(s) within the thirty (30) day timeframe for any reason.

- C. Bid must include a “total satisfaction” return policy for all products and must not impose any liability on the State for such returns.

**1.11 PERFORMAMCE STANDARDS**

- A. Performance Standards identify the expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- B. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of monetary sanctions.
- C. The Department 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.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of monetary sanctions.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The Department has the right to waive monetary sanctions if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the Department has final determination of the performance acceptability.
- H. Should any compensation owed to the Department due to the assessment of monetary sanctions, Contractor **shall** follow the direction of the Department regarding the required compensation process.

**PERFORMANCE STANDARDS**

Service Criteria	Acceptable Performance	Monetary Sanctions (applied to monthly invoice unless otherwise stated)
Burn Plan	Completed and delivered to ANHC as mutually agreed upon by both parties.	\$50 for each day late per the deadline.
Post Burn Evaluation	Completed and delivered to ANHC staff as mutually agreed upon by both parties.	\$50 for each day late per the deadline.
On Site Meeting	Meet with ANHC staff on site at both natural areas as mutually agreed upon by both parties.	\$50 for each day late per the deadline.

## 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.

### 2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on a/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](mailto: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*.
  - c. *EO 98-04 Contract and Grant Disclosure Form.*
  - d. Copy of Prospective Contractor’s *Equal Opportunity Policy*, if applicable.
  - e. *Proposed Subcontractors Form*, if applicable.
2. **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 91<sup>st</sup> 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.