



**STATE OF ARKANSAS**  
**ARKANSAS DEPARTMENT OF CORRECTIONS**  
1302 Pike Avenue, Suite C  
North Little Rock, Arkansas 72114

## INVITATION FOR BID

SOLICITATION INFORMATION			
Bid Number:	DOC-25-001	Solicitation Issued:	July 11, 2024
Description:	Inmate Uniform Services		
Agency:	Department of Corrections, Division of Correction		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	July 25, 2024	Bid Opening Time:	1:00 p.m., Central Time
Submissions for this Invitation for Bid <b>must</b> be submitted to <a href="mailto:doc.rfp.ifb@doc.arkansas.gov">doc.rfp.ifb@doc.arkansas.gov</a> designating the IFB number and "Response" in the subject line of the email.			

DEPARTMENT OF CORRECTIONS CONTACT INFORMATION			
DOC Contact:	Heather Bailey	Contact's Direct Number:	501.353.9153
Email Address:	<a href="mailto:Heather.Bailey@doc.arkansas.gov">Heather.Bailey@doc.arkansas.gov</a>		
Bid Posting Website:	<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

This Invitation for Bid (IFB) is issued by the Arkansas Department of Corrections (DOC or Department), Division of Correction (ADC) to obtain pricing and a contract for Work Release Inmate Uniform Services by Region and by Work Release Facility.

### 1.2 LIVE BID OPENING

Use the information below to view the bid opening online.

Microsoft Teams Meeting Link: [Join the meeting now](#)

Meeting ID: 299 705 638 598

Meeting Password: Rjh8Ti

Dial-In Information: 501-244-3310

Phone Conference ID: # 620 724 395#

### 1.3 CLARIFICATION OF SOLICITATION

- A. The Prospective Contractor **shall** submit any questions regarding clarification of information contained in this *Solicitation* using the *Q&A Template* attached with the solicitation documents on the OSP website by 12:00 p.m. on July 16, 2024.
1. For each question submitted, the 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 solicitation posting on the OSP website by close of business XXXX XX, 2024. If Prospective Contractor questions are unclear or non-substantive in nature, the Department may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor **shall** notify the DOC Contract of any term, condition, or issue that precludes the Prospective Contractor from submitting a complaint, Responsive Bid. The Prospective Contractor 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. The Prospective Contractor may contact the DOC Contact with non-substantive questions at any time prior to the bid opening.
- D. Any oral statement by DOC will not be part of any contract resulting from this solicitation and may not be reasonably relied upon by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the DOC.

### 1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Business Day" means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).
- C. "Calendar Day" means every day on the calendar, including weekends and holidays.

- D. "Free World Clothing" means clothing worn by individuals who are not incarcerated.
- E. "Inmate" means all persons, male and female, residing in the care and custody of facilities owned by the Department of Corrections.
- F. The terms "Invitation For Bid," "IFB," and "Solicitation" are used synonymously in this document.
- G. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- H. "Region" refers to the Department of Corrections area in which the Work Release Facility is located.
- I. "Requirement" means something that is required of this solicitation. The terms "**must**" and "**shall**" are used to identify requirements.
- J. "Responsive Bid" means a bid submitted in response to this solicitation that conforms to all material respects to this IFB.
- K. "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.
- L. "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.
- M. "Work Release" means inmates who are approved for temporary release due to being assigned to a work release program.
- N. "Work Release Facility" refers to the Division of Correction location in which the inmate resides.

#### 1.5 PROSPECTIVE CONTRACTOR REFERENCES

- A. The Prospective Contractor **shall** provide with their bid response at least three (3) reference accounts where similar services have been provided in the last five (5) years.
  - 1. One (1) of the references provided **must** be located in Central Arkansas.
  - 2. References **must** include company name, contact person name, contact person telephone number, and contact person email address.
- B. The Prospective Contractor **shall** enter the reference account information on the document provided in the *Response Packet* attached with the solicitation documents on the OSP website.

#### 1.6 PRICING

- A. The Prospective Contractor **shall** include all pricing on the *Official Solicitation Price Sheet* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. The *Official Solicitation Price Sheet* is posted as an Excel document with the solicitation documents on the Office of State Procurement (OSP) website.

- C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- D. The Prospective Contractor **shall not** submit any ancillary information that is not related to the actual pricing of or to the *Official Solicitation Price Sheet*.

### 1.7 CONTRACTOR REQUIREMENTS

- A. The Contractor **shall** provide ADC Work Release Inmates with Free World Clothing to be worn in their workplace of assignment on a seven (7) day weekly basis.
  - 1. Five (5) of the facilities house male Inmates and one (1) facility (J.A. Hawkins Work Release Facility) houses female Inmates.
  - 2. The color options requested below are colors that have been chosen by the inmate's employer(s).
  - 3. The emblems requested below will be specific to an inmate's employer.
- B. The Contractor **shall** deliver and collect uniforms from ADC Work Release Facilities as listed in this IFB.
  - 1. The Contractor **shall not** deliver uniforms in plastic wrap or on wire hangers, both of which are prohibited at all ADC units.
  - 2. The Contractor **shall** coordinate with ADC personnel on a suitable process that will allow sufficient time during pickup and delivery, to ensure all uniforms are accounted for from the previous week.
  - 3. The Contractor **shall** verify weekly inventory for inmates on day of uniform exchange.
- C. Upon contract award, the Contractor **shall** provide an estimated fifteen (15) sets of uniform shirt and pants, and two (2) uniform jackets for approximately 575 inmates.
  - 1. Total Shirt and Pant Uniform Sets: Approximately 8,625.
  - 2. Total Uniform Jackets: Approximately 1,150.
- D. After initial setup, the Contractor **shall** deliver per inmate per facility seven (7) sets of clean uniforms and collect seven (7) sets of soiled uniforms on a weekly basis.
  - 1. In the *Response Packet*, the Prospective Contractor **shall** explain in detail the pickup and delivery process on the information document.
  - 2. In the *Response Packet* is attached with the solicitation documents on the OSP website.
- E. The Contractor **shall** provide uniforms that meet the following specifications:
  - 1. Uniform items **must** be wrinkle-free.
  - 2. Uniform items **must** be available in two types of fabric:
    - a. 100% cotton.
    - b. A blend of 65% polyester and 35% cotton.

3. Uniform item colors **must** be a combination of at least three (3) coordinating colors that can be interchanged and assembled in a different number of ways according to individual preferences.
  - a. Uniform Long Sleeve Shirt, available in button down and polo options, **must** be in colors of Gray, Green, and Tan.
  - b. Uniform Pant **must** be in colors of Gray, Brown, and Tan.
  - c. Uniform Jacket **must** be Charcoal Gray.
  - d. The Contractor **shall not** provide navy or light blue for any uniform item listed above.
- F. The Contractor **shall** receive approval of colors from ADC personnel prior to initial delivery. In the event a color is no longer available, the Contractor **shall** contact ADC with alternative choices and receive approval prior to delivery.
- G. The Contractor **shall** measure each Work Release Inmate to ensure appropriate uniform shirt, pants, and jacket size. Once measurements are obtained, the initial service and delivery **must** begin within two (2) weeks or less. Special order sizes **must** be delivered within three (3) weeks after initial sizing.
  1. If the delivery of uniforms and initial service cannot be met in the specified time requested, the Prospective Contractor **shall** state the number of days required to obtain delivery and service. The document to provide the number of days if the two (2) week dates cannot be met is in the *Bid Response Packet* attached with the solicitation documents on the OSP website. The Prospective Contractor will see the following information to fill out:
    - a. Delivery \_\_\_\_\_ days after receipt of order for regular sized stocked items.
    - b. Delivery \_\_\_\_\_ days after receipt of order for special order items.
  2. Failure to state the delivery and service time obligates the Contractor to complete the initial service by the Department's requested date.
- H. The Contractor **shall** make minor repairs or alterations, which may include repairing and/or replacing damaged clothing as needed.
  1. The Contractor **shall** make repairs and/or replace clothing items within one (1) week from the date of receipt. If repairs or replacement clothing cannot be delivered within one (1) week, the Contractor **shall** notify the Department in writing and state the number of days required to meet the requirement.
  2. If contract clothing is unavailable, the Contractor **shall** provide approved spare clothing on an individual basis until the contract clothing can be provided.
  3. The Department reserves the right to inspect and determine the quality of the uniform and report repair and/or replacement needs to the Contractor.
  4. The Contractor **shall** provide 1-1/2" W x 3-1/2" L emblems on an individual basis. Any additional cost for emblems **must** apply to that individual inmate's service only.

5. In the *Response Packet*, the Prospective Contractor **shall** explain the organization's repair and/or replacement procedure. The *Response Packet* is attached with the solicitation documents on the OSP website.

I. The Contractor **shall** have capability to store Jackets during the "off season."

1. Jackets **must** be delivered to the Work Release Facility unit within one (1) week of receiving notice from the Department.
2. The Contractor **shall** provide laundry collection lockers for soiled uniforms.
3. All lockers **must** have a key lock with key access provided to designated ADC personnel and the Contractor.
4. The Contractor **shall** provide an appropriate number of locker bins (laundry lock-up) to handle the size of service at the Work Release facility.
5. The Contractor **shall** ensure that each Work Release Inmate always has at least one (1) spare uniform set.

J. The Contractor **shall** launder uniforms in hypoallergenic environmentally friendly detergent. The Contractor **shall** identify the type of detergent used upon request from the Department.

K. The Contractor **shall** return uniforms and jackets to the Work Release Inmates' soil-free, spot-free, and wrinkle-free and **shall** keep all orders separated by Work Release Facility.

L. The Contractor **shall** ensure that Inmates are not, at any time, without required clean uniforms for their specific job assignments.

M. Should the Department open additional Work Release Facilities during the term of the contract, the Contractor **shall** provide work release Inmate uniforms to the additional facility or facilities at the unit price in place at the time the Work Release facility is added to the contract.

## 1.8 CONTRACTOR CUSTOMER SERVICE AND EMPLOYEES

A. The Contractor **shall** provide a current point of contact for customer service.

1. All customer service issues **must** be resolved to the Department satisfaction within one (1) Business Day.
2. Missing orders or clothing items due to Contractor error **must** be resolved to Department satisfaction within one (1) Business Day.

B. Employees of the Contractor who have direct contact with Inmates **shall** be cleared by Department personnel prior to entering the premises.

C. Employees of the Contractor **shall** be subject to background checks performed by the Department and **shall** adhere to unit policies and procedures regarding contact with Inmates.

D. The Department will not be responsible for lost or damaged clothing.

## 1.9 PAYMENT AND INVOICE

A. The Contractor **shall** provide an itemized weekly invoice addressed to ADC including but not limited to the following:

1. Each Work Release Inmate's name.
  2. The Department contract number. The number begins with 46000.
  3. Quantity of uniforms turned in and uniforms received per Inmate per facility.
  4. Description.
  5. Unit Price.
- B. The Contractor **shall** provide a sample invoice and monthly statement to ADC within forty-eight (48) hours of request.
- C. The Contractor **shall** mail invoices to each Work Release Facility using the addresses provided in the *Delivery: FOB Destination* section of this IFB.
- D. The Contractor **shall** mail a copy of the invoices and the statement to:
- Inmate Banking  
P.O. Box 8908  
Pine Bluff, AR 71611
- E. The Department will be responsible for collecting monies from the Inmates and will remit payment to the Contractor each month based on a monthly statement.
- F. If a uniform is not delivered, or services are not completed, the Inmate **shall not** be charged and payment to the Contractor will not be remitted.

**1.10 DELIVERY: FOB DESTINATION**

- A. The Contractor **shall** deliver uniform sets and jackets to the following facilities:

1. Region 1 Work Release Facilities:  
Arkansas Department of Corrections  
J.A. Hawkins Work Release Facility  
Attention: Warden or Designee  
8400 Highway 386  
Wrightsville, AR 72183  
501.897.2901  
  
Arkansas Department of Corrections  
Benton Unit Work Release Facility  
Attention: Warden or Designee  
6701 Highway 67  
Benton, AR 72015  
501.315.2252
2. Region 2 Work Release Facility:  
AR Department of Corrections  
Mississippi County Work Release Center  
Attention: Warden or Designee  
722 North County Road 599  
Luxora, AR 72358  
870.658.2214

3. Region 3 Work Release Facility:  
Arkansas Department of Corrections  
Northwest Arkansas Work Release Center  
Attention: Warden or Designee  
600 West Sunset Avenue  
Springdale, AR 72764  
479.756.2037
4. Region 4 Work Release Facility:  
Arkansas Department of Corrections  
Pine Bluff Re-Entry  
Attention: Warden or Designee  
6841 West 13<sup>th</sup> Street  
Pine Bluff, AR 71603  
870.730.0381
5. Region 5 Work Release Facility:  
Arkansas Department of Corrections  
Texarkana Regional Correction Center  
Attention: Warden or Designee  
305 East 5<sup>th</sup> Street  
Texarkana, AR 71854  
870.779.3939

- B. The Department requests delivery within fourteen (14) Calendar Days after receipt and acknowledgment of purchase order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the project/service and/or place the commodity in the ordering agency's designated location. Failure to state the alternate delivery time obligates the Contractor to complete delivery/project by the Department's requested date. Extended delivery dates or completion of projects may be considered when in the best interest of the Department.
- C. All deliveries **shall** be made during normal state work hours Monday through Friday from 8:00 a.m. to 4:30 p.m. excluding State Holidays, and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- D. Loss or damage that occurs during shipping, prior to the order being received by the Department, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- E. The Department assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- F. The Department will not be responsible for any lost or damaged uniform items by Work Release Inmates.

#### 1.11 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 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.

#### **1.12 ACCEPTANCE 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.

## 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 DOC Contact 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 AND CONTRACTOR SELECTION

- A. As a result of this IFB, DOC intends to award a contract to multiple contractors.
- B. An award will be made to the lowest-bidding, responsible Prospective Contractor as a term contract by line-item.

### 2.3 RESPONSE DOCUMENTS

#### A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted electronically, in PDF format, to [doc.rfp@ifb@doc.arkansas.gov](mailto:doc.rfp@ifb@doc.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 may 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. The signature may be ink or digital.
    - ii. Completed *Bid Response Packet*, which **must** be in the English language.
    - iii. Completed *Pricing Response. Official Solicitation Price Sheet is attached as a separate Excel spreadsheet to this solicitation.* Pricing **must** be proposed in U.S. dollars and cents.
    - iv. *Proposed Subcontractors' Form.* The utilization of any proposed subcontractors is subject to approval by the Department.
    - v. Completed *Reference Accounts*.
  - b. *EO 98-04 Contract and Grant Disclosure Form.*
  - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### 2.4 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 fulfil 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 alternative 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 opens 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.