



ARKANSAS GAME AND FISH COMMISSION

2 Natural Resources Drive
Little Rock, Arkansas 72205

REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP 202402-002	Solicitation Issued:	Feb 28, 2024
Description:	Distribution, population dynamics and establishment of mark-recapture sites for long-term monitoring of the alligator snapping turtle in Arkansas		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline:	March 29, 2024 4:30 p.m. (CT)	Bid Opening:	April 1, 2024 10:00 a.m. (CT)
Deliver Responses to this RFP to AGFC on or before the Submission Deadline. In accordance with the AGFC Procurement Policy and other applicable laws and rules, Prospective Contractors are responsible for submitting Responses at the designated location on or before the Submission Deadline. Responses received after the Submission Deadline shall be considered late and shall be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to AGFC.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Game & Fish Commission Attn: Procurement - RFP 202402-002 2 Natural Resources Drive Little Rock, AR 72205 Delivery providers, USPS, UPS, and FedEx deliver mail to AGFC's street address on a schedule determined by each individual provider. These providers will deliver to AGFC based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Response Packaging:	Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none">• Bid number and Description• Date and time of bid opening• Prospective Contractor's name and return address If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.

AGFC CONTACT INFORMATION			
Contact:	Carole Blanks, Procurement Coordinator	Direct Phone Number:	501-604-0502
Email Address:	procurement@agfc.ar.gov	Main Phone Number:	501-223-6300
AGFC Website:	http://www.agfc.com/en/about-agfc/notices/		

S 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

- A. The Arkansas Game and Fish Commission (AGFC) issues this Request for Proposal (RFP) to obtain Issuance of this RFP in no way constitutes a commitment by the AGFC to award a contract. This RFP is designed to provide the Prospective Contractor(s) with the information necessary to prepare a competitive Response. This RFP process is for AGFC's benefit and is intended to provide AGFC with competitive information to assist in the selection of a researcher to evaluate alligator snapping turtle abundance, distribution, population dynamics and hook ingestion rates in Arkansas. It is not intended to be comprehensive and each Prospective Researcher is responsible for determining all factors necessary for submission of a comprehensive Response.

1.2 TIMELINE

The following timetable is anticipated for the procurement process. All times refer to current local time in Little Rock, Arkansas.

Event	Date
Request for Proposal Issued	February 28, 2024
Due date to submit written questions	March 8, 2024
Due date for answers to written questions	March 15, 2024
Due date for Responses	March 29, 2024 4:30 p.m. (CT)
Date for opening of Responses	April 1, 2024
Potential contractor selection	April 8, 2024
Anticipated Award Date	April 15, 2024
Anticipated Contract Start Date	August 1, 2024
Project Implementation Date	August 1, 2024

****AGFC reserves the right to revise the above schedule***

1.3 TYPE OF CONTRACT

- A. As a result of this RFP, AGFC intends to award term contract(s). The term contract(s) **shall** be for five (5) years.
- B. The anticipated starting date for any resulting contract is August 1, 2024 except that the actual contract start date **may** be adjusted forward unilaterally by AGFC for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for five (5) years. The contract **is not** renewable.

1.4 ISSUING AGENCY

- A. AGFC, as the issuing office, is the sole point of contact throughout this solicitation process.
- B. Other than communications regarding protests, which may be submitted to the AGFC Director, Prospective Contractors **must** limit all other communications about this RFP to the AGFC Contact listed on the first page of this RFP from the issue date until a successful Contractor is selected and announced. All questions and requests for clarification should be addressed in writing, which **may** include email, to the AGFC Contact listed on the first page of this RFP. Any other communication will be considered unofficial and non-binding on AGFC.
- C. Prospective Contractors are to rely only on written statements issued by the AGFC Contact or RFP Coordinator. Communication directed to parties other than the AGFC Contact or RFP Coordinator **may** result in disqualification of the Prospective Contractor.

1.5 PROPOSAL OPENING LOCATION

- A. Proposals Opening and the evaluation process referenced in Section 3 is not open to the public.
- B. The opening, evaluation and scoring process will occur virtually if normal operations is impacted.
- C. Proposals will be opened at the following location:
Arkansas Game & Fish Commission
2 Natural Resources Drive
Little Rock, AR 72205

1.6 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.7 DEFINITION OF TERMS

- A. AGFC has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in Clarification of Bid Solicitation (see 1.10).
- B. Unless otherwise defined herein, all terms defined in the AGFC Purchasing Policy or otherwise in Arkansas law related to procurement and used herein have the same definitions herein as specified therein.
- C. "Contract" refers to any legally binding agreement resulting from this Bid Solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. "Prospective Contractor" means a person who submits a Response to this solicitation. The words "bidder," and "Prospective Contractor" are used synonymously in this document.
- F. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- G. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFP.
- H. "Responsive Bidder" means a person who has submitted a bid response that conforms in all material respects to the Bid Solicitation.
- I. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a Response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- J. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. The words "**must**" and "**shall**" signify a Requirement of this RFP and that Contractor's agreement to and compliance with that item is mandatory.

1.8 SUBMISSION REQUIREMENTS

- A. The Response **must** be in the English language.
- B. Pricing **must** be proposed in U.S. dollars and cents.
- C. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- D. The following list of documents are required to meet the submission requirements.
 - 1. Original Response Packet. Prospective Contractors **shall** provide the following:
 - a. Original signed Response Signature Page. (See RFP Response Packet.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. RFP Response to the Information for Evaluation section included in the RFP Response Packet.
 - ii. Proposed Subcontractors Form. (See Subcontractors.)
 - iii. EO 98-04 Contract Grant and Disclosure Form. (See Standard Terms and Conditions, #46. Disclosure.)
 - iv. Copy of Prospective Contractor's Equal Opportunity Policy. (See Equal Opportunity Policy.)
 - 2. Additional Copies and Redacted Copy of the Response Packet. In addition to the original Response Packet, the following items should be submitted:
 - a. Additional Copies of the Response Packet
 - i. One(1) complete hard copies (marked "COPY") of the Response Packet.
 - b. One (1) electronic copy of the Response Packet on a flash drive. CDs are not acceptable. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If AGFC requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

- e. One (1) redacted (marked "REDACTED") copy the original Response Packet on a flash drive, if the original contains proprietary information. A CD is not acceptable. Do not send electronic copies via email or fax. (See Section 1.16, Proprietary Information.)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Response Packet.
- B. The original Response Packet and all copies should be arranged in the following order.
 - Proposal Signature Page
 - Proposed Subcontractors Form
 - Response to the Information for Evaluation section of the Response Packet
 - Signed Addenda, if applicable
 - E.O. 98-04 – Contract Grant and Disclosure Form
 - Equal Opportunity Policy

1.10 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this Bid Solicitation in writing via email by 4:30 p.m., Central Time on or before Wednesday, March 1, 2024, to the AGFC procurement coordinator as shown on page one (1) of this Bid Solicitation.
 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 responded to by AGFC. AGFC's consolidated written response is anticipated to be posted to the AGFC website by the close of business on March 8, 2024. If Prospective Contractor questions are unclear or non-substantive in nature, AGFC **may** request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the AGFC procurement coordinator of any term, condition, etc., that precludes the Prospective Contractor from submitting a complaint, responsive proposal. 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 proposal.
- C. Prospective Contractors **may** contact the AGFC procurement coordinator with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by AGFC 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 AGFC.
- E. Prospective Contractors entering into a contract with AGFC **shall** comply with all the terms and conditions contained herein.

1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor to a resultant contract **must** sign the Proposal Signature Page included in the Response Packet.
- B. The Prospective Contractor's signature on the Proposal Signature Page signifies the Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's response to be disqualified.

1.12 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign and submit the Proposed Subcontractors Form included in the Response Packet.
- B. Additional subcontractor information **may** be required or requested in following sections of this Bid Solicitation or in the Information for Evaluation section provided in the Response Packet. **Do not** attach any additional information to the Proposed Subcontractors Form.
- C. The utilization of any proposed subcontractor is subject to approval by AGFC.

1.13 PRICING

- A. Project costs should include a 25% non-federal match.

- B. Projects should not exceed a maximum 5-year timeline. Expenses will not be reimbursable past August 31, 2029.
- C. Prospective Researchers(s) shall include all pricing in the Budget/Cost Sheet. Indirect costs can be used towards the required match. If any cost is not included by the successful Researcher, but is subsequently incurred in order to achieve successful operation, the Researcher shall bear this additional cost.
- D. A NICRA must be provided if claiming more than the de minimis indirect cost rate.
- E. To allow time to evaluate proposals, prices **must** be valid for 180 days following the proposal opening.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the Principal Investigator.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to AGFC for the performance thereof.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this Bid Solicitation become the property of AGFC and are subject to the Arkansas Freedom of Information Act (FOIA), Ark. Code Ann § 25-19-101 et seq.
- B. In accordance with FOIA and to promote maximum competition in the competitive bidding process, AGFC **may** maintain the confidentiality of certain types of information described in FOIA. Such information **may** include trade secrets defined by FOIA and other information exempted from disclosure pursuant to FOIA.
- C. Prospective Contractor **may** designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the FOIA, by submitting a redacted copy of the response suitable for AGFC to produce under FOIA.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted qualify under one or more FOIA exemptions as set forth in applicable Arkansas statutes or case law.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the FOIA without further notice or liability to the Prospective Contractor.
- J. If the Prospective Contractor fails to include a redacted copy of the submission documents with its response packet, a copy of the non-redacted documents will be released in response to any request made under the FOIA. AGFC has no liability to a Prospective Contractor for such disclosure.
- K. If AGFC deems the redacted submission copy to include information subject to FOIA and improperly redacted, AGFC may apply the proper redactions (consistent with FOIA) to the unredacted copy as needed to comply with a FOIA request but will contact the Prospective Contractor prior to its release.
- L. AGFC has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 CAUTION TO PROSPECTIVE CONTRACTORS

- A. During the time between the bid opening and contract award, any contact concerning this RFP should be initiated by the AGFC and not the vendor. Specifically the contact person named herein will initiate all contact.
- B. AGFC reserves the right to award contract(s) or reject a response for any or all line items of a bid received as a result of this RFP, if it is in the best interest of AGFC to do so. Response will be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor to submit their response(s) on or before the deadline established by AGFC.
 2. Failure to sign the Proposal Signature Page.
 3. Failure to complete the Information for Evaluation Section in the RFP Response Packet.
 4. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
- C. Prior to any contract award, address all communication concerning this Bid Solicitation through the procurement coordinator.
- D. Do not alter any language in any solicitation document provided by AGFC.
- E. All official documents and correspondence related to this solicitation become part of the resultant contract.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to AGFC.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this Bid Solicitation.
- H. Prospective Contractors **may** submit multiple proposals.

1.18 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by AGFC will modify this Bid Solicitation.
- B. An addendum posted within three (3) calendar days prior to the proposal opening **may** extend the opening date and time and **may** or **may not** include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the AGFC website, <http://www.agfc.com/en/about-agfc/notices/> for any and all addenda up to proposal opening.

1.19 AWARD PROCESS

- A. Successful Contractor Selection
The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. AGFC **may** move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Negotiations
 1. If AGFC so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the AGFC.
 2. If negotiations fail to result in a contract, AGFC **may** begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process **may** be repeated until the anticipated successful Contractor has been determined, or until such time AGFC decides not to move forward with an award.
- C. Issuance of Contract
 1. Any resultant contract of this RFP **shall** be subject to AGFC approval processes, which **may** include review and approval by the Commission.

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Arkansas Code Annotated §15-4-303 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.

- C. 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 Proposal Signature Page.
- D. AGFC will use this information for reporting purposes only.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, AGFC is required to have a copy of the anticipated Contractor's Equal Opportunity (EO) Policy prior to issuing a contract award.
- B. EO Policies **must** be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying EO Policies upon request to other State agencies that **must** also comply with this statute.
- D. Prospective Contractors who are not required by law to have an EO Policy **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with AGFC that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this Bid Solicitation, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 PAST PERFORMANCE

- A. In accordance with provisions of the AGFC Purchasing Policy and OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with AGFC or other state agencies **may** be used to determine if the Prospective Contractor is "responsible". Responses submitted by Prospective Contractors determined to be non-responsible will be disqualified.

1.24 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this requirement **may** be cause for a Prospective Contractor's response to be disqualified.

1.25 RESERVATION

- A. The State will not pay costs incurred in the preparation of a proposal. The Prospective Contractor is solely responsible for all cost associated with preparing, demonstrating, and communicating their response. AGFC is not liable for any cost incurred by any Respondent prior to the issuance of an agreement or contract.

SECTION 2 - REQUIREMENTS

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

2.1 INTRODUCTION

Information regarding Alligator Snapping Turtles in Arkansas is outdated and does not adequately inform our assessment of the species. The most recent (and only) survey in Arkansas was conducted 30 years ago, with little to no distribution, abundance, or demographic information collected since 1996. Alligator snapping turtle populations in Arkansas have been considered mostly unknown in the recent Species Status Assessment by the US Fish and Wildlife Service, with any recent observations solely reported by fisheries as incidental capture in gill nets, hoop nets, and on fishing lines. Currently, the entire state of Arkansas is presumed occupied by the species, although there have been very few records from the Ozark and Ouachita ecoregions. Additionally, the only demographic information from the state comes from a single mark-recapture population established in 1995. To provide updated information for Arkansas, this project will 1) conduct systematic trapping surveys in the six Level III ecoregions (Ozark Highlands, Boston Mountains, Arkansas Valley, Ouachita Mountains, South Central Plains, and Mississippi Alluvial Valley) and 2) establish up to five (total, minimum of three) mark-recapture populations for long-term monitoring within the Arkansas River Valley, South Central Plains, and Mississippi Alluvial Valley ecoregions.

2.2 SCOPE OF WORK

The statewide systematic surveys will determine the current geographic distribution of the species, as well as relative abundances, catch per unit effort (CPUE), demographic structure (i.e., sex ratios, juvenile:adult ratios, etc.), spatial extent of hook ingestion, and can be coarsely compared to the previous statewide surveys in 1994-1995. As part of these statewide surveys, all turtles will be non-invasively assessed for hook ingestion to determine proportion of affected turtles and the spatial extent of the hook ingestion threat in Arkansas. Furthermore, establishing mark-recapture populations can provide additional demographic information (e.g., adult/juvenile survivorship, growth rates, etc.), population abundance estimates, and proportion of turtles that have ingested a hook and the impact of hook ingestion on survivorship. By surveying mark-recapture sites concurrently with the statewide distributional surveys, and collaborating with the US Fish and Wildlife Service's Mississippi (MSFO) and Arkansas (ARFO) Field Office's survey efforts, more sites can be targeted across the state of Arkansas. This updated distribution and threat information will inform population viability analyses, allow assessment of population trends over time, and determine where recovery actions may be most effective. Current information documenting species presence and preferred habitat (e.g., habitat suitability modeling) will assist in conservation planning and recovery efforts and furthers understanding of the spatial extent and impact of threats.

2.3 MINIMUM REQUIREMENTS

At a minimum, Contractor must possess at least the following and provide documentation substantiating the same:

Experience and Facilities

The principal investigator (PI) for this study should have a lab capable of conducting alligator snapping turtle focused research. A history of public engagement in the research process is desired. The PI should have the capability and experience in training M.S. and/or Ph.D. students in wildlife ecology or management. Principal Investigators Curriculum Vitae and a statement of qualifications/experience working with alligator snapping turtles and conducting population estimation studies.

Identification of facilities that will be used for the project and their purpose.

Equipment

The Contractor will supply all necessary equipment to conduct research and complete the study.

AGFC will not provide any equipment to the contractor to complete this project. However, AGFC staff may be available to assist with field surveys, and may use AGFC equipment and supplies in the performance of those activities.

Reporting Requirements**A. Report Due Dates**

1. Interim Progress reports due annually for Section 6 grant reports by August 1.
2. Final project report and raw data due July 31, 2029.

Insurance

- A. Prior to any contract award, Prospective Contractor(s) must provide AGFC with certificates of insurance coverage. A list of Standard Insurance Requirements is attached hereto as Appendix-B. Prospective Contractor(s) must provide documentation substantiating their current coverage for, or the ability to obtain, the insurance coverage listed below, as well as the ability to maintain said coverage, throughout any contract term.
- B. Commercial Automobile Liability: \$1,000,000 per occurrence Combined Single Limit.
- C. Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate limit.
- D. Workers Compensation: statutorily required limits but at least \$500,000.
- E. The above-described insurance coverage shall be endorsed to include the following additional insured language: "The Arkansas State Game and Fish Commission shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor(s)".
- F. Insurance coverage must be in place with Contractors duly licensed or authorized to do business in the State of Arkansas and with an "A.M. Best" rating of not less than "A" prior to any contract award.

2.4 PROPOSAL REQUIREMENTS

Each Prospective Contractor must provide the following information in their Proposal in response to this RFP:

A. Cover page containing:

1. The project title(s), the PI and collaborators names, job titles, affiliations, and contact information.
2. A project summary (or summaries). Summaries should be a short paragraph describing project objectives, methods, and management implications.
3. The total cost of the project, the total amount of matching funds, and the total amount requested from AGFC.

B. Proposal body and should include:

1. Background.
2. Objectives.
3. Proposed methods for addressing the objectives including statistical design and study locations with map(s).
4. Expected results and benefits.

C. Additional pages should be attached that include:

1. A detailed timeline. (See Attachment I)
2. A detailed, itemized budget. (See Attachment II)
3. List of available equipment and supplies that will be dedicated to complete the project.
4. A list of works cited in the proposal.
5. A short description of the PI's qualifications to develop and conduct this research.
6. A list of up to five pertinent peer-reviewed publications related to aquatic turtle, alligator snapping turtle, and/or population abundance estimation research by the Principal Investigator.

Proposals should be submitted as word or PDF files using 12 point font and 1" margins.

2.5 RIGHT TO REJECT

- A. AGFC may reject any equipment deemed not suitable for providing services defined in this RFP.
- B. AGFC may reject, at any time during the contract period, the Contractor(s)'s representative, equipment, employee or subcontractor found to be unqualified or incompetent, violates contract provisions, or operates equipment in a negligent or unsafe manner.
- C. Should the Prospective Contractor(s) wish to provide personnel and equipment that meet all RFP requirements, they may do so if approved in writing, prior to equipment use, by AGFC. Adjustment will be made to the contract price for providing additional personnel and equipment if included in the Prospective Contractor(s) proposal and approved in writing by AGFC.

2.6 PERFORMANCE STANDARDS

- A. The selected Contractor must meet the standards of performance stated in the contract, if applicable.
- B. AGFC 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. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. AGFC shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should AGFC determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards shall become an official part of the contract.
- E. Performance Standards shall continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the selected Contractor will have the opportunity to defend or respond to the insufficiency. AGFC shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, AGFC shall have final determination of the performance acceptability.
- H. Should any compensation be owed to AGFC due to the assessment of damages, Contractor shall follow the direction of AGFC regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

Do not provide responses to items in this section.

3.1 RESPONSE SCORE

- A. AGFC will review each Response Packet to verify Submission Requirements have been met. Response Packets that do not meet the Submission Requirements as described in Section 1.8 can be disqualified and not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Response Packets. Evaluation will be based on Prospective Contractor’s response to the Information for Evaluation section included in the Response Packet.
 1. Members of the Evaluation Committee will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description Example.

Scoring Description Example			
Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The Information for Evaluation section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value. The total point value for each sub-section is reflected in the table below as the Maximum Points Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Points Possible	Sub-Section's Weighted Percentage
E.1 Qualifications and Resources of the Principal Investigator and Supporting Organization	15	15
E.2 Timeline of Proposal	5	5
E.3 Soundness of Project Design and Methodology	20	20
E.4 List of Equipment with Specifications	5	5
E.5 Completed Itemized Budget for Proposed Project	10	10
E.6 Proof of all Insurance	5	5
E.7 Agree to Provide Reports on all Activities as Specified in Section 2.3	5	5
E.8 Complete Proposal Requirements per Section 2.4	10	10
E.9 Proposal to adequately address the priorities of the AGFC and remains within the scope of this request	25	25
Total Technical Score	100	100%

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal which shows the vendor match, budget not exceeding AGFC maximum on the Official Bid Pricing. (See Grand Total Score for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$
 - A = Lowest Total Cost
 - B = Second (third, fourth, etc.) Lowest Total Cost
 - C = Maximum Points for Lowest Total Cost
 - D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

	Maximum Points Possible
Response Packet	100
Cost	25
Maximum Possible Grand Total Score	125

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a Technical Proposal Packet signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

Do not provide responses to items in this section.

4.1 AGFC STANDARD CONTRACT DOCUMENT

- A. By submitting a Response, the Prospective Contractor agrees to accept, *at a minimum*, the terms stated in the AGFC Contract for Services Form, which is attached hereto as **Appendix A**.
- B. In the event of any conflict between the terms and conditions of this RFP and in any contract executed by AGFC and a Contractor resulting from this RFP, the terms and conditions stated in any contract executed by AGFC and the Contractor **shall** take precedence.

4.2 INSURANCE REQUIREMENTS

- A. The Contractor **shall** procure and maintain until all of its obligations have been discharged, including any warranty periods under any contract resulting from this RFP, the types of insurance coverage in the amounts specified in this RFP and any contract resulting therefrom. Failure to maintain the insurance policies as required by this RFP and any Contract or to provide evidence of renewal is a material breach of contract.
- B. Upon contract award, the Contractor **shall** furnish AGFC with certificates of insurance as required by this RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements **must** be received and approved by AGFC before work commences. Each insurance policy required by this RFP and Contract **must** be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project.
- C. AGFC reserves the right to require complete, certified copies of all insurance policies required by this RFP and any Contract at any time.
- D. Each insurance policy **shall** provide the required coverage and **shall not be** suspended, voided or canceled except after thirty (30) days prior written notice has been given to AGFC, except when cancellation is for non-payment of premium, then ten (10) days prior notice **must** be given.
- E. The insurance requirements listed in this RFP are minimum requirements for any contract resulting from this RFP and in no way limit the indemnity covenants contained in the contract. AGFC in no way warrants that the minimum limits contained in this RFP or Contract are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this the contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance as **may** be determined necessary.

4.3 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:
Arkansas Game and Fish Commission
Attn: Eric Brinkman
2 Natural Resources Dr.
Little Rock, AR 72205
eric.brinkman@agfc.ar.gov

Or as otherwise instructed in the Contract.

- B. Payment will be made in accordance with applicable AGFC's accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice AGFC in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied AGFC as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice AGFC by an itemized list of charges. AGFC's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this RFP or the Contract **may** contain additional requirements for invoicing.

4.4 CONTRACTING LIMITATIONS

- A. AGFC will not:
 - 1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by AGFC upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.

2. Contract with another party to indemnify and defend that party (or any other party) for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party or agree to an open ended financial obligation, including without limitation any provision that requires AGFC to pay money unless the amount is clearly specified by number in the agreement or is calculable from numbers that are specified in the agreement.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
7. Agree to any binding arbitration or mediation requirement.
8. Agree to any choice of law provision where the applicable law is anything other than Arkansas law without regard to conflicts-of-law principles.
9. Accept any venue provision where venue is outside of Arkansas.
10. Enter a contract that requires AGFC to maintain insurance other than the minimum vehicle liability insurance required under Arkansas law.
11. Accept any provision that requires AGFC to issue bonds or other evidence of indebtedness pledging the faith and credit of the State of Arkansas of any of its revenues for any purpose whatsoever without the consent of the majority of the qualified electors of the State of Arkansas voting on the question in a general or special election.
- B. Any litigation involving AGFC **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a Commission Procurement Official.
- E. In a contract with another party, AGFC will accept the risk of loss of the equipment and pay for any destruction, loss, or damage of the equipment while AGFC has such risk, when:
 1. The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
 2. The contract has required AGFC to carry insurance for such risk.

4.5 CONDITIONS OF CONTRACT

- A. The Contract will require Contractor to and Contractor will:
 1. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
 2. Indemnify and save harmless AGFC, its Commissioners, divisions, and/or employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
 3. Indemnify, defend, protect, and hold harmless AGFC, its Commissioners, divisions, and/or employees, for or against any and all manner of claims, losses, demands, liens, causes of action or suits, judgments, and liabilities of whatever kind or nature arising out of any accident, injury or damage to Contractor, its equipment or property, its employees or agents, or to any third party's person or property while conducting the activity described in this Bid Solicitation or Contract.
 4. Maintain, for the duration of the Contract, insurance coverages as set forth in this RFP and any Contract. Work on the Contract **shall** not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

4.6 STATEMENT OF LIABILITY

- A. AGFC will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for

equipment, software and technical and business or operations literature. AGFC will not at any time be responsible for or accept liability for any Contractor-owned items.

- B. Language in these terms and conditions **must not** be construed or deemed as AGFC's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.7 RECORD RETENTION

- A. The Contract will require Contractor to and Contractor will:
 - 1. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law and Commission policy. Upon request, grant access to AGFC and State or Federal Government entities or any of their duly authorized representatives.
 - 2. Make financial and accounting records available, upon request, to AGFC's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- B. Other sections of this RFP may contain additional requirements regarding record retention.

4.8 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to AGFC a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. AGFC has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. AGFC has the right to approve or deny the request.

4.9 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all requirements set forth in this RFP concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality **may** constitute grounds for cancellation of a resulting contract, and AGFC has the right to cancel the contract on these grounds.
- C. Previous sections of this RFP **may** contain additional confidentiality requirements.

4.10 CONTRACT INTERPRETATION

Should AGFC and the Contractor interpret specifications differently, either party **may** request clarification. However, if an agreement cannot be reached, the determination of AGFC is final and controlling.

4.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the AGFC.
2. **ACCEPTANCE AND REJECTION:** AGFC **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of AGFC.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the AGFC on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the Bid Solicitation. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **AMENDMENTS:** Contractor's Responses cannot be altered or amended after the bid opening except as permitted by AGFC in writing.
5. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from AGFC. Firm Contract: A written Commission purchase order authorizing shipment will be furnished to the successful Contractor.
6. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation without prior consent of AGFC's Procurement Coordinator unless otherwise specified in the invitation for bid. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days (30) from the bid opening date. "Discount from list" bids are not acceptable unless requested in the Bid Solicitation.
7. **DISCOUNTS:** All cash discounts offered will be taken if earned. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
8. **TAXES:** AGFC is NOT exempt from paying sales or use taxes, except on those goods and/or purchase transactions that are specifically exempted by law. Do not include State or local sales taxes in the bid price. When applicable, state sales and use tax **must** be itemized.
9. **DUTIES AND CUSTOMS FEES:** All duties and customs fees **shall** be paid in advance by Contractor prior to shipping any goods to AGFC.
10. **BRAND NAME REFERENCES:** Unless otherwise specified in the Bid Solicitation, any catalog brand name or manufacturer reference used in the Bid Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **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. AGFC **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and AGFC may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this Bid Solicitation. Contractors not bidding 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.
11. **GUARANTY:** 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 Solicitation. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

12. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to AGFC. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
13. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid 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 of the testing **shall** be borne by the Contractor.
14. **QUANTITIES:** Quantities stated in a Bid Solicitation for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. AGFC may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of AGFC.
15. **VARIATION IN QUANTITY:** AGFC assumes no liability for goods produced, processed, or shipped in excess of the amount specified on AGFC's purchase order.
16. **LOGO PRODUCTS:** If AGFC has specified that goods to be delivered under the Bid Solicitation **must** carry a specific AGFC logo or trademark, then AGFC will grant the Contractor a limited, non-exclusive license to use that logo or trademark for the sole purpose of filling the Contract resulting from the Bid Solicitation. All other uses are strictly prohibited.
17. **AUTHORIZED DISTRIBUTOR:** The Contractor **must** be an authorized distributor of all goods and services procured by AGFC. The Contractor **may** be required to submit a letter from the manufacturer as proof of authorization.
18. **NON-CONFORMING GOODS:** All goods furnished will be subject to inspection and acceptance or rejection by AGFC after delivery. Goods rejected because of non-conformity or damage **shall** be removed and replaced immediately with goods that meet specifications, all at the expense of the Contractor. Failure to meet specifications **shall** authorize AGFC to cancel this contract or any portion of it, to receive a refund for all non-conforming goods, and to purchase goods elsewhere and charge the full increase, if any, in cost and handling to the breaching Contractor. Substitutions **shall** be considered non-conforming goods unless pre-approved by AGFC staff.
19. **DELIVERY REQUIREMENTS:** Delivery **shall** be made during AGFC work hours only, 8:00 a.m. to 4:30 p.m. Central Time (closed Saturday, Sunday and State or Federal Holidays), unless prior approval for other delivery has been obtained. A packing list should be enclosed with each shipment, listing the contract number and purchase order number. Goods should be shipped to the "Ship-To" address listed on the contract or purchase order.
20. **DELAY IN DELIVERY:** This solicitation shows the number of days to place a commodity in the AGFC-designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules **may** become a factor in an award. In the event of backorder or delay in delivery, Contractor **must** give written notice to AGFC's Procurement Coordinator of the reason for any such delay and the expected delivery date. Backorders or failure to deliver within the time required **may**, at the sole discretion of AGFC, be construed as a breach of the contract. AGFC's Procurement Coordinator has the right to extend the date of delivery if the Contractor's reasons for delay appear valid and the Contractor's expected delivery is acceptable. If the date is not acceptable, AGFC **may** buy elsewhere and any additional cost **shall** be borne by the Contractor. Consistent failure to meet any delivery deadlines specified on the Bid Solicitation without a valid reason **may** cause removal of the Contractor from future consideration.
21. **STORAGE:** AGFC is responsible for storage if the Contractor delivers within the time required and AGFC cannot accept delivery.
22. **COMMISSION PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other item furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of AGFC, be kept confidential, be used only as expressly authorized, and be returned at Contractor's expense to AGFC, properly identifying what is returned.
23. **INVOICING:** The Contractor **must** submit an itemized invoice to the "Bill To" point listed on the purchase order or as otherwise instructed in this contract. All invoices **MUST** be billed to AGFC, not to an individual, and **must** also include the following additional information if applicable:
 - The complete name and address of the Contractor. NOTE: If the Contractor name is not printed on the

- invoice or the invoice is for \$500.00 or more, the invoice **must** be signed by Contractor;
- Invoice date and number;
- Contract number
- Purchase order number (if applicable);
- Itemized listing of purchases, including a description of the goods and/or services, unit price, extended line total, and dates the good and/or services were provided;
- Name and location of the AGFC division for whom the goods and/or services were provided;
- Discount payment terms (if applicable); and
- Itemized taxes.

The Contractor **shall** be paid in a timely manner upon submission of a properly itemized invoice after delivery and acceptance of goods or services by AGFC. Subject to all other terms and conditions herein, properly submitted invoices will be processed for timely payment under normal AGFC accounting practices and consistent with the terms of this Contract or applicable purchase order. AGFC does not agree to pay interest charges or late fees on any amounts due to Contractor.

24. **COMPLETION OF SERVICES:** The Contractor **shall** provide its services in compliance with the Bid Solicitation and any Contract. The Contractor agrees to furnish and pay for all labor, materials, tools, and equipment necessary to complete the services described in the Bid Solicitation and any Contract in a manner that meets AGFC's satisfaction. The Contractor is solely responsible for the results of the work.
25. **SAFETY:** The Contractor **shall** use equipment and perform work in a safe manner in accordance with applicable OSHA standards and requirements. The Contractor agrees to maintain all equipment in a safe operating condition with proper safety devices and shields and to inspect all equipment prior to use. The Contractor **shall** install and maintain all appropriate safety/warning signs while and where work is in progress.
26. **PROPERTY DAMAGE REPAIR:** The Contractor **shall** exercise due care in performing the services described in the Bid Solicitation and Contract to avoid damage or risk to person or property. The Contractor **shall** use equipment and perform work in a manner to prevent damages to AGFC's property, infrastructure facilities, and adjacent rights-of-way, roadways, and levees. The Contractor **shall** repair any damages caused by the Contractor's equipment or work in a timely manner at the Contractor's expense.
27. **RIGHT TO INSPECT:** AGFC reserves the right to inspect the Contractor's work at any time, which **shall** in no way constitute acceptance or approval of the quality of the work or the methods used.
28. **UNSATISFACTORY SERVICES:** The Contractor's failure to provide services in an efficient, satisfactory, and timely manner as agreed in this Bid Solicitation or contract is grounds for AGFC to terminate said contract.
29. **ASSIGNMENTS:** Any contract entered into pursuant to this solicitation **shall not be** assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
30. **CANCELLATION/TERMINATION:**
 - A. In the event the AGFC no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the AGFC **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
 - B. AGFC **shall** have the right to terminate the contract or purchase order immediately upon breach by the Contractor by delivering written notice to the Contractor. Any breach of the terms and conditions of the contract or purchase order is considered to be a material breach.
 - C. AGFC **may** terminate the contract or purchase order to the extent funds are no longer legally available for expenditures under this contract or PO.
 - D. In the event of cancellation or termination, AGFC **shall** pay for goods and services actually received and deemed satisfactory prior to cancellation or termination, any delivered but unpaid for goods will be returned in normal condition to the Contractor by AGFC. If AGFC is unable to return the goods in normal condition and there are no funds legally available to pay for the goods, the Contractor **may** file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If the Contractor has provided services which AGFC has accepted and there are no longer funds legally available to pay for the services, Contractor **may** file a claim with the Arkansas State Claims Commission.

E. NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF AGFC's RIGHT TO SOVEREIGN IMMUNITY.

31. **OTHER REMEDIES:** In addition to the remedies outlined herein, AGFC has the right to pursue any other remedy permitted by law or in equity.
32. **LEGAL COMPLIANCE:** The Contractor **shall** at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances, and regulations.
33. **CONTINGENT FEE:** The Contractor guarantees that he 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 Contractor for the purpose of securing business.
34. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the Response Signature Page for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to AGFC all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or by AGFC pursuant to this contract.
35. **DISCRIMINATION:** Contractor agrees that: (a) the Contractor **shall not** discriminate against any qualified employee or qualified applicant for employment because of race, sex, creed, ancestry, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, creed, ancestry, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested for the purpose of determining compliance with applicable nondiscrimination law and this nondiscrimination clause; (d) failure of the Contractor to comply with applicable nondiscrimination law and this nondiscrimination clause **shall** be deemed a breach of contract and it **may** be canceled, 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.
36. **CONFLICT OF INTEREST:** The Contractor recognizes that AGFC **shall** not, without written approval of the AGFC Director, enter into a contract with a current or former state employee, member of the Arkansas General Assembly, state constitutional officer or board or commission member, the immediate family member thereof, or any entity in which such a person holds an ownership interest of 5 percent or greater, receives \$1,000 or more per year, or is an officer, director, trustee, partner, manager, or employee.
37. **GOVERNING LAW:** The parties agree that this Bid Solicitation and any Contract or purchase order, including all amendments thereto, **shall** be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles.
38. **SOVEREIGN IMMUNITY:** Nothing in this Bid Solicitation or any Contract **shall** be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including AGFC.
39. **LIMITATIONS OF LIABILITY:** The Contractor acknowledges that, under Arkansas law, AGFC **may not** enter into a covenant or agreement to hold a party harmless or to indemnify a party from any damages.
40. **INDEMNIFICATION BY CONTRACTOR:** The Contractor **shall** defend, indemnify, and hold harmless AGFC, its agents, officers, directors, Commissioners, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to the performance of Contractor's obligations under this Bid Solicitation and Contract, including but not limited to any claims pertaining to or arising from Contractor's negligence, intentional acts or omissions, and any claims of infringement of intellectual property rights.
41. **WAIVER:** No waiver of any term, provision or condition of this Bid Solicitation or any Contract, whether by conduct or otherwise, in any one or more instances, **shall** be deemed or construed to be a further or continuing waiver of any such term, provisions or condition. No delay or omission by AGFC in the exercise of any right or remedy upon any breach by the Contractor **shall** impair such right or remedy or be construed as a waiver.
42. **INDEPENDENT PARTIES:** The Contractor acknowledges that its relationship to AGFC is that of an independent contractor; and nothing in this Bid Solicitation or any Contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

43. **DISPUTES:** The Contractor and AGFC agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, the Contractor and AGFC agree that the State of Arkansas **shall** be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Bid Solicitation or any Contract. The Contractor acknowledges, understands and agrees that any actions for damages against AGFC **may** be initiated and pursued only in the Arkansas State Claims Commission. Under no circumstances does AGFC agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.
44. **CLAIMS:** Any claims the Contractor **may** assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor **may** have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by AGFC, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before AGFC.
45. **DELAYED CLAIMS:** Arkansas law requires that a claim be filed with the Arkansas State Claims Commission for any invoices or services rendered that are more than two (2) fiscal years old.
46. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to a contract executed by AGFC which exceeds \$25,000.00 **shall** require the Contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. The Contractor **shall** also require any subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form **shall** be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements. The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation, or policy promulgated by the Department of Finance and Administration pursuant to that Order, **shall** be considered a material breach of the terms of this contract and **shall** subject the party failing to disclose, or in violation, to all legal remedies available to AGFC under the provisions of existing law. No contract or amendment to any existing contract that falls under Executive Order 98-04 will be approved until the Contractor completes and returns the disclosure form.

ATTACHMENT I:

Example Timeline

Note: This table is provided as an example project timeline and does not have to be directly followed. Note: The AGFC's Fiscal Years (FY) run from July 1 through June 30.

		Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr
		FY25				FY26				FY27				FY28				FY29			
Objective	Task	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Obj. 1	Hourly worker(s)																				
	Task 1																				
	Task 2																				
Obj. 2	Hourly worker(s)																				
	M.S. students #1																				
2.a.	Task 1																				
2.b.	Task 2																				
	M.S. students #2																				
2.c.	Task 3																				
	Task 4																				
Obj. 3	M.S. student #3																				
	Task 1																				
	Task 2																				

ATTACHMENT II:**Example Budget/Cost Sheet:**

Note: This table is provided as an example and does not have to be directly followed. Categories may be excluded or added as necessary. There is a 25% Match Requirement. Indirect costs can be used towards the required match. The AGFC's Fiscal Years (FY) run from July 1 through June 30.

Budget Category	FY 24	FY 25	FY26	FY27	FY28
Salaries and Wages					
Graduate RA					
Student Workers					
Benefits					
Graduates Student					
Student Workers					
Graduate Tuition					
Travel					
Supplies					
Item 1					
Analysis 1					
Misc.					
Total Direct Cost					
Indirect Cost					
Total Cost					
Match					

Appendix A

CONTRACT FOR SERVICES
between
ARKANSAS STATE GAME & FISH COMMISSION
and
NAME OF CONTRACTOR

THIS CONTRACT, effective as of the date of last signature hereto (the "Effective Date"), is made by and between the **Arkansas State Game and Fish Commission**, 2 Natural Resources Dr., Little Rock, AR 72205, hereinafter called "**COMMISSION**," and:

Name:

SS Number:

Address:

or Fed ID Number:

Phone #:

Fax #:

E-mail:

hereinafter called the "**CONTRACTOR**."

- 1. TERM.** The term of this Contract will begin at 12:01 a.m. (Central Time) on the later of the Effective Date or ____, 20__, and shall end at 11:59 p.m. (Central Time) on ____, 20__ (the "End Date"). The work shall be completely finished by the End Date.
- 2. WORK OBJECTIVE AND SCOPE.**
Project Name:
Project Number:
CONTRACTOR shall be responsible for performing the following services:
- 3. CALCULATION AND RENDERING OF COMPENSATION.** The CONTRACTOR in consideration for performance of the above outlined services shall be paid by the COMMISSION a sum of money not to exceed \$ ____ (the "Contract Sum"), to be paid in the following manner: Upon CONTRACTOR's completion of the work and the COMMISSION's acceptance of the work as satisfactory, CONTRACTOR shall submit a project invoice with details of billing, services provided, and dates of service. Partial billing of work completed is allowed upon mutual agreement by the COMMISSION and CONTRACTOR. Upon its approval of an invoice, the COMMISSION will process it for payment under normal COMMISSION accounting practices and consistent with the terms of this Contract.
- 4. COMPLETION OF SERVICES.** CONTRACTOR agrees to furnish and pay for all labor, materials, tools and equipment necessary to complete the services described above. The services described above shall be done in a manner, which meets the COMMISSION'S satisfaction. Except for advising the CONTRACTOR of what is to be done and the results expected, the COMMISSION shall have no direct supervision over the CONTRACTOR. The CONTRACTOR will pursue the completion of services using its own methods. The CONTRACTOR is solely responsible for the results of the work.
- 5. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE:** If the CONTRACTOR encounters the following while performing under this Contract, it shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds: archeological deposits, including but not limited to pottery or ceramics, stone tools, projectile points, dugout canoes, metal implements, historical building material, that could be associated with Native American, early European, or American settlements; historic resources (as defined by Section 301 of the National Historic Preservation Act ("NHPA"), "any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource"); or bones or human remains. The CONTRACTOR shall immediately notify the COMMISSION and shall not resume work in any areas identified until (a) appropriate measures have been taken to ensure that the project is in compliance with the NHPA and (b) the COMMISSION authorizes the resumption of work. Additional conditions may apply. The CONTRACTOR shall insert this paragraph in all subcontracts related to this Contract.

6. **EQUIPMENT SAFETY AND REMOVAL.** CONTRACTOR agrees to maintain all equipment in a safe operating condition. All equipment will have proper safety devices and shields. All appropriate safety/warning signs will be in place while and where work is in progress. CONTRACTOR shall exercise due care in performing the work described herein to avoid damage or risk to person or property. CONTRACTOR shall remove all of its equipment from COMMISSION premises within thirty (30) calendar days of the expiration, termination, or completion of this Contract. Equipment not removed by the CONTRACTOR within thirty (30) calendar days shall be deemed abandoned and subject to such disposal as AGFC may deem appropriate at the CONTRACTOR's expense.
7. **LEGAL COMPLIANCE.** CONTRACTOR shall at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances and regulations.
8. **INSURANCE.** CONTRACTOR shall maintain during the term of this Contract (and, where indicated, for a period of time after completion of the work) the insurance coverages in the amounts and upon the terms as stated in the AGFC INSURANCE RIDER attached hereto and incorporated herein. Prior to commencing operations hereunder, CONTRACTOR shall furnish to the COMMISSION a Certificate of Insurance that evidences such coverage and is satisfactory to the COMMISSION. Should CONTRACTOR fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation or adverse material change in any such insurance, the COMMISSION may, at its option, suspend this Contract until insurance is obtained or terminate this Contract immediately without further action.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** CONTRACTOR agrees not to discriminate in its employment practices or subcontracts with regard to race, color, sex, age, religion, national origin or disability.
10. **LIABILITY.** It is clearly understood and agreed that the CONTRACTOR, in consideration of the amount due under this Contract, shall be solely responsible for all manner of claims, causes of action or liability arising out of any accident, injury or damage to CONTRACTOR, its equipment or property, to its employees or agents and to any third party's person or property while conducting the activity described in this Contract. The CONTRACTOR shall indemnify, defend, protect and hold harmless the COMMISSION and its Commissioners, Director and employees from or against any and all claims, causes of action, liability, damages, and expenses of whatsoever nature arising from or directly related to the CONTRACTOR'S services under this Contract.
11. **TERMINATION.** If, at any time during the progress of the Contract, the work is not performed in an efficient, satisfactory and timely manner as agreed in this Contract, the COMMISSION may, without bias to any other right or remedy, after Seven (7) days written notice to the CONTRACTOR, terminate this Contract paying only for work satisfactorily completed prior to termination.
12. **NON-APPROPRIATION CLAUSE.** In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of this Contract for the services to be provided by the CONTRACTOR, this Contract shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the COMMISSION may have.
13. **LIQUIDATED DAMAGES.** If the CONTRACTOR fails to complete the work in the time herein specified, CONTRACTOR shall pay to the COMMISSION, as liquidated damages, the sum of N/A Dollars (\$N/A) per day for each day the project is delayed, and such amount shall be deducted from the final amount of the Compensation specified above in Paragraph 3.
14. **NON-WAIVER.** No waiver by the COMMISSION of any breach of any provision of this Contract shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the COMMISSION. No delay or omission by the COMMISSION in the exercise of any right or remedy upon any breach by the CONTRACTOR shall impair such right or remedy or be construed as a waiver.
15. **ASSIGNMENT.** Neither party to this Contract shall assign this Contract nor any interest in it without written consent of the other party; nor shall the CONTRACTOR subcontract any portion of the work without first obtaining the written permission of the COMMISSION.
16. **APPLICABLE LAW.** Any and all disputes under this Contract shall be governed by the laws of the State of Arkansas and, with respect to any claim for monetary damages against the Commission, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.

- 17. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties hereto and may not be amended or modified except by written agreement signed by both parties. All additions or deletions contained in this Contract were read and agreed to by both parties before it was signed.

**ARKANSAS STATE GAME AND FISH
COMMISSION**

CONTRACTOR

By: _____
Commission representative & title*

By: _____
Contractor representative & title

Date: _____

Date: _____

*** In accordance with the AGFC Purchasing Policy, only the AGFC Director is authorized to sign and bind the agency to a contract exceeding \$250,000.00. An AGFC Deputy Director or Assistant Deputy Director is only authorized to sign and bind the agency to a contract up to \$250,000.00. An AGFC Division Chief is only authorized to sign and bind the agency to a contract up to \$100,000.00 and may delegate that authority for a contract up to \$25,000.00.**

Additionally, only the AGFC Director is authorized to sign and bind the agency to any contract for a non-budgeted expenditure, which may not exceed \$25,000.00 unless approved by Commission Minute Order. Notwithstanding the above, the AGFC Director is authorized to sign and bind the agency to any contract for a budgeted expenditure, regardless of amount.

Appendix B

ARKANSAS STATE GAME AND FISH COMMISSION INSURANCE RIDER

Insurance Requirements for AGFC Contractors

CONTRACTOR shall maintain during the term of the Contract (and, where indicated, for a period of time after completion of the work) the following insurance coverages in the following amounts and upon the following terms:

(Items with an "x" are required.)

	<u>Insurance Type</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	Automobile Liability	<input type="checkbox"/> Personal: \$250,000 per occurrence Combined Single Limit <input checked="" type="checkbox"/> Commercial: \$1,000,000 per occurrence Combined Single Limit
<input checked="" type="checkbox"/>	Commercial General Liability	<input checked="" type="checkbox"/> \$1,000,000 per occurrence; \$2,000,000 aggregate limit <input type="checkbox"/> \$250,000 per occurrence; \$500,000 aggregate limit
<input checked="" type="checkbox"/>	Workers' Compensation	<input checked="" type="checkbox"/> Statutorily required limits, but at least \$500,000 <input type="checkbox"/> Contractor has a Certificate of Non-Coverage.
<input type="checkbox"/>	Builder's Risk	<input type="checkbox"/> 100% of the total insurable value of contract sum of work <input type="checkbox"/> Aggregate per project: \$
<input type="checkbox"/>	Professional Liability	<input type="checkbox"/> Non-construction: \$1,000,000 per occurrence; \$2,000,000 aggregate limit <input type="checkbox"/> Construction: <input type="checkbox"/> \$1,000,000 per occurrence; \$2,000,000 aggregate limit <input type="checkbox"/> \$2,000,000 per occurrence; \$2,000,000 aggregate limit <input type="checkbox"/> \$5,000,000 per occurrence; \$5,000,000 aggregate limit <input type="checkbox"/> \$ per occurrence; \$ aggregate limit
<input type="checkbox"/>	Aviation Liability	<input type="checkbox"/> Public: \$2,000,000.00 per occurrence with no sub-limit <input type="checkbox"/> Passenger: \$2,000,000.00 per occurrence with no sub-limit <input type="checkbox"/> Combined Single Limit: \$4,000,000.00 per occurrence with no sub-limit <input type="checkbox"/> Unowned: Equivalent to amounts stated for public and passenger liability
<input type="checkbox"/>	UAV/UAS (Drone) Liability	<input type="checkbox"/> Commercial Liability: \$2,000,000 per occurrence Combined Single Limit <input type="checkbox"/> Unowned: Equivalent to amounts stated for commercial liability
<input type="checkbox"/>	Pollution Liability	\$2,000,000 per occurrence; \$5,000,000 aggregate limit
<input type="checkbox"/>	Commercial Umbrella Liability	\$2,000,000 per occurrence; \$3,000,000 aggregate limit
<input type="checkbox"/>	Other:	\$ per occurrence; \$ aggregate limit
<input type="checkbox"/>	Other:	\$ per occurrence; \$ aggregate limit

☐ **The above-described standard insurance types/amounts shall be modified as stated in the approved Deviation Request form attached hereto and incorporated herein.**

Insurance Coverage Details

Automobile Liability: Must include coverage for both bodily injury and property damage. Commercial policies must include owned, hired and non-owned coverage. Where a personal policy is allowed, the policy must include coverage for business use, and the certificate of insurance must include reference to the business use coverage.

Commercial General Liability: In addition to bodily injury and property damage, must include personal injury coverage with employment exclusion deleted and contractual liability. Such coverage must include products and completed operations.

Workers' Compensation: Must fully cover all employees and supervisors participating in CONTRACTOR's operations under the Contract. If CONTRACTOR does not carry Workers' Compensation coverage because it does not or will not employ any person in any matter throughout the term of the contract, or is otherwise exempt from the Workers' Compensation coverage requirements under Arkansas law, then CONTRACTOR must provide a certificate of non-coverage issued by the Arkansas Workers' Compensation Commission (or the equivalent governmental authority if CONTRACTOR's home state is not Arkansas).

Builder's Risk: Must cover damage for capital improvement projects. Perils to be insured are fire, lightning, vandalism, malicious mischief, explosion, riot and civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail and property theft on the insurable portion of the project on a 100-percent completed value basis or per project aggregate basis against damage to the equipment, structures, or materials.

Professional Liability: Must include negligent acts, errors and omissions, and other breaches of the applicable standards of care established by Arkansas laws or regulations. Must be maintained both during the course of the Contract and after the completion of services under the Contract for a period of three (3) years after substantial completion of the project.

Aviation Liability: Must include public liability coverage. If passengers will be transported as part of the services provided under the contract, coverage must include passenger liability in addition to public liability. Coverage may be combined into a Combined Single Limit policy. Coverage must include unowned/renter's insurance if CONTRACTOR does not own the aircraft to be used under the Contract.

UAV/UAS (Drone) Liability: Must include coverage for bodily injury and property damage. Coverage must include unowned/renter's insurance if CONTRACTOR does not own the drone to be used under the Contract.

Pollution Liability: Coverage must include costs and liabilities attributable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; clean-up cost; and defenses, including costs and expenses (including attorney's fees) incurred in the investigation, defense or settlement of claims. If coverage is written on a claims-made basis, CONTRACTOR must represent that any retroactive dates applicable to coverage under the policy precedes the effective date of the letter and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years (or as required by law) beginning from the time that services under the contract are completed. If the scope of work as defined in the Contract includes the disposal of any hazardous or non-hazardous materials from the project site, CONTRACTOR must furnish to the COMMISSION evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under the Contract. Such coverage must be maintained in amounts conforming to applicable laws, rules and regulations.

Other: N/A

Quality of Insurer

All policies must be issued by an insurer which has a claims paying ability rating of "A:X" or better or better by A.M. Best Rating Services or not less than "A" by Standard and Poor's Rating Service, or has an equivalent rating as established by another nationally-recognized statistical rating organization satisfactory to the COMMISSION.

All policies shall be provided by insurers qualified to write the respective insurance in the State of Arkansas and be in such form and include such provisions as are generally considered standard provisions for the type of insurance involved.

Certificates of Insurance

Prior to commencing operations under this Contract, CONTRACTOR shall provide a Certificate of Insurance, satisfactory to the COMMISSION, evidencing the required insurance coverage(s) in the required amounts and upon the required terms. The certificate should include all required endorsements.

Endorsements; Required Policy Language

Insurance policies shall contain the following endorsement(s) and/or policy language:

Additional Insured Endorsement. The COMMISSION shall be named as an Additional Insured in the following insurance policies:

- Automobile Liability
- Commercial General Liability
- Pollution Liability
- Commercial Umbrella Liability
- Other: N/A

The Additional Insured endorsement must be noted on the certificate of insurance or other proof satisfactory to the COMMISSION.

Waiver of Subrogation. All policies must include a waiver of subrogation provision to prevent the insurance company from recovering monetary damages from the COMMISSION. The waiver of subrogation must be noted on the certificate of insurance or other proof satisfactory to the COMMISSION.

Notice of Cancellation Endorsement. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without written notice to the COMMISSION of intention to cancel that is in accordance with Ark. Code Ann. § 23-66-206 or otherwise granting the COMMISSION the same rights as the named insured in the event of cancellation. This endorsement must be noted on the certificate of insurance or other proof satisfactory to the COMMISSION.

☐ **The above-described standard insurance endorsements/policy language requirements shall be modified as stated in the approved Deviation Request form attached hereto and incorporated herein.**

By signing below, Contractor certifies that it (1) has obtained the required insurance coverages in the required amounts and upon the required terms as indicated in this AGFC Insurance Rider; (2) has provided the Commission with certificates of insurance evidencing the same; and (3) will maintain such coverages for the durations stated in this AGFC Insurance Rider.

CONTRACTOR

By: _____
Contractor representative & title

Date: _____