

# Request for Qualifications

## *Arkansas Secretary of State Mobile Emergency Alert System*

Issuance Date: July 18, 2025

## Arkansas Secretary of State

State Capitol  
Building Business  
Office  
500 Woodlane  
Street, Suite 12  
Little Rock, AR  
72201



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## Confidentiality Statement

This document, including attachments, is intended only for use by the addressee and may contain legally privileged and/or confidential, copyrighted, trademarked, patented, or otherwise restricted information. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are advised that any dissemination, distribution, printing, or copying of this document, and any attachment(s) thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary or intellectual property. If you have received this document in error, please respond to the originator at the address below and permanently delete and/or shred all information.

## Submission Details

### Submission Instructions

This Request for Qualifications (RFQ) is a solicitation for background and experience proposals and is not an offer of contract. It is the intent of the Arkansas Secretary of State (SOS) to evaluate vendors on multiple criteria including experience, project team, completed project specifications, proximity, etc. Prospective respondents are advised to carefully read all instructions, terms, and conditions provided in this RFQ prior to submitting a response. Failure to adhere to any instruction, term, or condition may result in rejection of the response. Vendors should pay particular attention to the following:

- Incomplete responses are subject to rejection by the SOS. Failure to sign the Vendor Certification Form by an authorized representative shall render the response invalid.
- The SOS shall not be responsible for any costs incurred by the vendor in the preparation of any response to this RFQ or any presentation, should one be requested.
- All materials submitted in response to this RFQ, and subsequent agreements, contracts, or both, are subject to the state Freedom of Information Act.
- The SOS may request any clarifications, additional information, or data during the RFQ review and vendor selection process.
- Responses shall be accepted continuously until the stated deadline and may be withdrawn by the vendor at any time.
- The SOS may reject any or all responses and may waive technical or immaterial errors therein.
- Although as a constitutional office, the SOS is an “exempt agency” under most Arkansas procurement laws, it is the intent of the SOS to adhere to procurement policies, such as those contained within this RFQ, which ensure the selection of the most responsive and responsible vendors experienced to accomplish the requisite scope of work in an efficient and transparent manner.

- The vendor shall submit one original submission with five accompanying copies, along with a USB flash drive containing all required forms.

### Submission Deadline

All responses to this RFQ shall be received by the SOS, at the physical or email delivery address stated below, no later than: August 18, 2025, at 4:30 pm CST. Responses received after 4:30 pm CST on August 18, 2025, shall be considered late and shall be returned to the vendor without further review.

### Submission Delivery

Vendor's complete response shall be delivered to the following physical or email address:

Arkansas Secretary  
of State Attn:  
Business Office  
500 Woodlane  
Street, Suite 12  
Little Rock, AR  
72201  
Phone: 501-682-2008  
Email: [purchasing@sos.arkansas.gov](mailto:purchasing@sos.arkansas.gov)

### Request for Qualifications Questions & Clarifications

Vendors may submit written questions requesting clarification of information contained within this RFQ. Please reference the RFQ number (RFQ No. 26-001) in the subject line. Written questions shall be addressed only to:

Purchasing Department  
500 Woodlane  
Street, Suite 12  
Little Rock, AR  
72201  
Phone: 501-682-2008  
Email: [purchasing@sos.arkansas.gov](mailto:purchasing@sos.arkansas.gov)

The deadline for submitting questions specific to the RFQ shall be August 15, 2025 at 4:00 pm CST. Answers to any questions submitted will be provided no later than August 17, 2025 at 4:00 pm CST.

## Opening of Responses

Responses submitted by the deadline shall be opened at the following location at the date and time specified below:

August 18, 2025; 9:00 am CST

Arkansas Secretary  
of State 500  
Woodlane Street,  
Suite 12 Little Rock,  
AR 72201

All vendors responding to the RFQ shall be notified of the final selection(s).

## General Information

### Purpose

The Arkansas Secretary of State (SOS) is embarking on an ambitious project to design and develop the SOS "MOBILE EMERGENCY ALERT SYSTEM" solution. SOS is wanting to obtain a mobile emergency alert/safety and rapid threat response system. The system must allow designated individuals to alert State Capitol Police from anywhere in or on Capitol grounds. The system must be highly portable, reliable, and notify Capitol Police of a distress event. It must give the specific location of the individual seeking to identify a clear and present danger or an immediate crime being perpetrated on State Capitol Grounds.

Intuitive Use – We are seeking to implement a MOBILE EMERGENCY ALERT SYSTEM in such a way that the average user could easily press a button or use a quick sequence to alert emergency responders to the user's/users' presence and that rapid response from law enforcement is needed.

Purpose of the solution – Our new software should:

1. Utilize a quick and easy method of alerting law enforcement that a crime or other emergency event is occurring or is about to occur;
2. Utilize a "safety" method to make sure unwanted alerts are not accidentally sent when the personal alert solution might have a "button" or "switch" that could easily be "hit" by accident;
3. Utilize a personal alert system that can be either carried in a pocket safely or worn in an easy and comfortable fashion;
4. Be able to tell of the user's general location anywhere in the State Capitol context, including on various levels of the Arkansas Capitol Building and the other buildings on the Capitol Grounds;
5. Be able to trigger a multi-sensory alarm or an alarm that would reasonably notify all

physically present at the State Capitol Grounds that a threat or imminent danger is currently present or is about to be perpetrated on the Grounds.

Setup and Configuration – The MOBILE EMERGENCY ALERT SYSTEM program must provide state level users with the ability to customize the setup and administration of new and existing users.

1. The MOBILE EMERGENCY ALERT SYSTEM should have a concise and easy to understand user interface when it comes to setting up and configuring each current or new user;
2. The MOBILE EMERGENCY ALERT SYSTEM hardware device should be wireless and wearable by the user;
3. The MOBILE EMERGENCY ALERT SYSTEM must be able to be activated in 3 seconds or less.

Administration and Integration – Proper functionality of any software and corresponding device must allow access of the MOBILE EMERGENCY ALERT SYSTEM to:

1. The Information and Technology (“IT”) division and State Capitol Police staff must have access to the software and an easy to use interface to be able to add, remove, or maintain users of the device on State Capitol Grounds;
2. IT and State Capitol Police staff must be able to implement software updates with minimal intervention in using the alert device in an emergency;
3. Maintenance or replacement of defective devices must be able to be done quickly;

Strategic Partnership – We want a vendor partner who understands the state and local government market, who will help guide us to where we want to be today and provide ongoing services and support to keep us there in the future.

Responsive Alert – Devices must immediately alert Capitol Police that a dangerous event presently occurring.

Simplify and Streamline Administration – The solution should allow users of all skill levels to use in an emergency situation.

## Vendor Qualifications

### Vendor Experience and Development Criteria

Preference will be given to vendors with experience developing MOBILE EMERGENCY ALERT SYSTEM technology.

Additional development criteria include:

1. Collaborative Effort – MOBILE EMERGENCY ALERT SYSTEM will be developed through the cooperation of the SOS and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
2. Skilled Team – Vendor will supply a team of user experience, design and development professionals to supplement the development process led by the project manager. This team should include staff members skilled in law enforcement, local government, alert hardware or “panic button” design, accessibility, and support and training of the administrative system.
3. Proven Development Process – Vendor should have a proven development process and flexible timeline structure that favors the availability and time commitment of the SOS.
4. Internal Development Staff – The SOS prefers a vendor utilizing its own development staff rather than subcontracting pieces of the project development to additional vendors.

### Black Out Period

From the time of publication of this RFQ until award of the contract, all communication pertaining to this RFQ shall be directed to the contact person, or his designee, listed on page four (4) of this RFQ. Vendors are strictly prohibited against communicating with any other SOS personnel regarding this RFQ process. Violation of this policy may result in the disqualification of a vendor's response.

### Contract Award

It is the intent of the SOS that any contract awarded in response to this RFQ shall be a firm contract executed with a single vendor. The SOS shall enter into negotiations with the most qualified and responsible respondent. If the SOS is unable to negotiate a contract for the services to be provided with the most qualified vendor, negotiations shall be formally terminated and negotiations with subsequent vendors shall be initiated. The negotiation process shall be repeated until such time as the SOS decides not to move forward with a contract. Selection of the vendor shall be at the sole discretion, and in the best interest, of the SOS, and is final.

### Contract Terms and Conditions

Any vendor selected shall be required to enter into a formal written contract with the SOS prior to the commencement of services. Any contract entered into pursuant to this RFQ is not assignable nor are the duties thereunder delegable by either party without the written consent of the other party to the contract.

Final written approval of all project work shall be obtained from the SOS prior to initial delivery and installation. The SOS and the vendor shall reach an agreement on any additional fee(s) that may apply should substantial changes (at no fault of the vendor) be required.

Payments shall be made in accordance with the terms and conditions of the payment provisions of the contract signed by the successful vendor and the SOS, subject to legislative appropriations.



Vendor acknowledges that the SOS is subject to constitutional and statutory limitations on spending and cannot expend funds unless specifically appropriated by the Arkansas General Assembly. The SOS agrees to exercise its best efforts to obtain funding at the contract rate during each annual session of the Arkansas General Assembly.

Additionally, pursuant to Arkansas Code Annotated § 25-1-1102, , a public entity shall not enter into a contract valued at \$75,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries.

Lastly, pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

## Detailed Specifications

1. Alert must be wearable by the user in either a lanyard or other modular, portable style in which normal duties and functions of the user would not be impaired by the hardware device;
2. There must be the ability to easily identify where the emergency incident or dangerous condition is occurring since the Capitol Police's immediate response is essential to eliminating any threats or alleviating any further danger;
3. Capitol Police dispatch must be able to access a visual format in which the area of alert can be easily identifiable on a campus map;
4. Hardware batteries must be long-lasting;
5. Must not necessitate destruction of historic Capitol architecture, and must minimize physical destruction and construction of walls within the Capitol during installation.

## Optional Services

We are also interested in understanding other additional professional services available with your solution:

1. Advanced Training – Do you offer any advanced training or onsite training options beyond the base package? Or do you offer an annual refresher training for existing and new users who may have missed the original training?
2. Dedicated Account Manager – Do you offer an option to have a dedicated account manager to contact for any support issues?
3. Monthly Office Hours – Do you offer monthly office hours where we can call in during a set time to get answers to non-critical issues?
4. New User Training Webinars – Do you offer scheduled or periodic training webinars for new users?



## Maintenance and Support

The MOBILE EMERGENCY ALERT SYSTEM, including all features and modular applications associated with the MOBILE EMERGENCY ALERT SYSTEM, must have qualified and available support included as a part of ongoing services to maintain the MOBILE EMERGENCY ALERT SYSTEM, using guidelines, structures and materials meeting the following criteria:

1. Support – The vendor shall provide access to live support available via e mail or phone during vendor's normal business hours. The support team must be fluent in the functionality and use of both the content management system's features and associated applications and modules.
2. Support Materials – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, instructional videos, informational newsletters, informational and support driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.
3. Support Service Level Agreement – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantee of customer support as well as a service escalation process.

While MOBILE EMERGENCY ALERT SYSTEM content updates are to be managed by the SOS through the MOBILE EMERGENCY ALERT SYSTEM, vendor must commit to regular maintenance and updating of the MOBILE EMERGENCY ALERT SYSTEM and associated applications for the purposes of keeping the existing software up-to date as well as introducing new functionality and applications.

Vendor shall commit to:

1. MOBILE EMERGENCY ALERT SYSTEM Development Process – An internal process dedicated to reviewing new technologies and implementing development projects to provide a more robust MOBILE EMERGENCY ALERT SYSTEM with additional features.
2. MOBILE EMERGENCY ALERT SYSTEM Improvements – Regular maintenance of the MOBILE EMERGENCY ALERT SYSTEM to improve existing functionality and, when appropriate, take the SOS's requests into consideration.
3. MOBILE EMERGENCY ALERT SYSTEM New Features – Rolling upgrades of the solution that strengthen and update the MOBILE EMERGENCY ALERT SYSTEM's functionality and associated applications.

Software Service Level Agreement – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantee of upgrades and the dedicated process for improving any additional software purchased by the SOS.

### Additional Options

Although the SOS has these specific requirements, it is also interested in your ideas for the approach of redesigning the style of the SOS's MOBILE EMERGENCY ALERT SYSTEM. We encourage respondents to consider and propose alternative solutions and recommendations.

### Response Documents

As stated on page four (4) of this Request for Qualifications, all responses shall be submitted by 4:30 pm CST on 8/17/25 to:

Arkansas Secretary of State  
Attn: Business Office  
500 Woodlane Street,  
Suite 12 Little Rock, AR  
72201  
Phone: 501-682-2008  
Email: [purchasing@sos.arkansas.gov](mailto:purchasing@sos.arkansas.gov)

Individual responses received by mail shall be enclosed in an outer sealed envelope or container prominently marked with the RFQ number (RFQ #26-0001), submission deadline (*August 17, 2025*), responder's name, and return address.

Individual responses received via email shall prominently state the RFQ number (RFQ #26-0001) submission deadline, *August 17, 2025*, responder's name, and return address.

#### Response Documents Shall Include (Ordered and Labeled as Follows):

1. **Vendor Information:**
  - a. Provide a Letter of Introduction, signed by an officer or principal of the vendor, which:
    - i. Summarizes the history of the vendor, the number of years in business, business structure, locations, and number of employees.
    - ii. Illustrates the vendor's unique abilities to meet the specified requirements of this Request for Qualifications. Examples may include specialized experience, skills, certifications, and awards attained.
    - iii. Includes the name of a designated contact person, physical address, email address, and phone number to be used for communication related to interviews and vendor selection.

- b. List any contracts that have been cancelled for non-performance or default within the past five (5) years.
- c. List any litigation with prior or current clients.
- d. Provide a summary of current workload and ongoing contracts.

**2. Project Team (Key Staff):**

- a. Provide resumes for all proposed project managers/supervisors who will be assigned to the contract to oversee all contractual obligations and responsibilities and serve as the primary contact for the SOS. Highlight previous experience in this role.
- b. Provide a description of project team members to be assigned to this project, their experience, and areas of specialization specific to the proposed scope of work.
- c. Describe the process by which work will be assigned, implemented, and tested.

**3. References:**

Provide the names and contact information for at least three (3) references familiar with the quality of your work of a similar nature as that described in the above scope of work.

Preference shall be given to references from states in which the vendor has completed digitizing and indexing historical documents successfully.

**4. Proposed Solutions:**

Provide a formal, detailed description of the design, development, testing, implementation, and ongoing maintenance of the System proposed to achieve all of the criteria specified in the detailed specifications of the RFQ.

**5. Required Forms:**

Complete, sign, and submit the following forms with your response packet:

- a. Vendor Certification Form
- b. Illegal Immigrant Contractor Disclosure Certification Form
- c. W-9 Form
- d. Contract and Grant Disclosure and Certification Form
- e. Company's Equal Opportunity Policy Must include the company's preference on using racial preferences in hiring or firing or recruiting employees, including, but not limited to, any Diversity, Equity, or Inclusion programs

## Scoring Process

### Submission Scoring

Qualifications shall be evaluated and scored by Secretary of State raters based upon requirements set forth in this Request for Qualifications and ranked in order of qualification from highest to lowest.

Response packets that do not meet submission requirements shall be disqualified and not evaluated. The maximum point values for each qualification requirement to be scored are as follows:

Submission Requirements	Maximum Possible Points
Ease in training new users	50
Portability	100
Reliability	100
Accuracy in determining user location	100
Customer service	100
False Alarm Avoidance	50
Usability	400
<b>Total Possible Qualifications Score</b>	<b>900</b>

To derive the average score for each vendor, the combined scores for each rater for that vendor shall be added and divided by the total number of raters.

**Vendor Certification Form (Shall be signed and included with response)**

Company Name: \_\_\_\_\_

Company Representative/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/ Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Tax ID # (TIN or SSN): \_\_\_\_\_ (Include copy of  
current W-9 Form)

I certify that this response is accurate and true and made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services and is in all respect fair and without outside control, collusion, fraud, or otherwise illegal action. I understand that collusion in public procurement is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Request for Qualifications and certify that I am authorized to bind the vendor to any resulting contract.

Authorized Signature

Date

Print or Type Name

## Illegal Immigrant Contractor Disclosure Certification Form

Act 157 of 2007 of the Arkansas General Assembly requires that any business or person responding to a Request for Proposal for professional services, technical and general services, or any category of construction in which the total dollar value is \$25,000 or greater certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Online certification shall be done at the following address:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

Print screen-shot of the certification and attach to this form.

Company Name: \_\_\_\_\_ Company  
Representative/Title: \_\_\_\_\_ Address:  
\_\_\_\_\_  
City: \_\_\_\_\_ State/  
Zip: \_\_\_\_\_ Date: \_\_\_\_\_

## ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Contract Number	
AASIS Number	
Description	
Contractor	

Contractor Signature: \_\_\_\_\_

Date:

08252017



## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

Yes No

IS THIS FOR:

TAXPAYER ID NAME: Goods?

Services? Bot ?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

- -

COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the  
above applies

## F O R   A   N   E N T I T Y   ( B U S I N E S S ) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

**None of the above applies**

## **Contract and Grant Disclosure and Certification Form**

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_  
No. \_\_\_\_\_

Agency use only

Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____
Reset Form		Print Form		

#### **19-11-104. Equal Opportunity Policy.**

(a) The purpose of this section is to require any entity or person bidding on a state contract, responding to a request for proposals regarding a state contract, responding to a request for qualifications regarding a state contract, or negotiating a contract with the state for professional or consulting services to submit to the Office of State Procurement the most current equal opportunity policy of the entity or person.

(b) The office and a state agency shall require a copy of the most current equal opportunity policy of an entity or person to be filed with the office or state agency for public inspection as a condition precedent to:

- (1) Accepting a letter of intent, bid, proposal, or statement of qualification with regard to a state contract from the entity or person; or
- (2) Entering negotiations with the entity or person for a professional or consulting services contract with the state.

**History. Acts 2005, No. 2157, § 1.**

#### *R1:19-11-104. COLLECTION AND MAINTENANCE OF VENDOR EEO POLICIES.*

Equal Opportunity Policies are required from vendors who submit responses to state agencies or the Office of State Procurement for procurements of Professional and Consultant Services where the dollar value is greater than \$25,000.

The Office of State Procurement will maintain a file of vendor Equal Opportunity Policies. State agencies which issue solicitations will be responsible for confirming that vendors have a current E.O. Policy on file with the State either through requesting that it be supplied with the solicitation response; maintaining an agency file of vendor supplied E.O. Policies or by accessing and checking the files maintained by the Office of State Procurement. A contract may not be awarded prior to determining that a copy of the vendor's current E.O. Policy is on file with the State.

Vendors will be responsible for supplying the State with updated versions of their respective E.O. Policies as they are implemented.

#### **19-11-105. Illegal immigrants – Prohibition – Public contracts for services.**

(a) As used in this section:

- (1) "Contractor" means a person having a public contract with a state agency for professional services, technical and general services, or any category of construction in which the total dollar value of the contract is twenty-five thousand dollars (\$25,000) or greater;
- (2) "Exempt agency" means the constitutional departments of the state, the elected constitutional offices of the state, the General Assembly, including the Legislative Council and the Legislative Joint Auditing Committee and supporting agencies and bureaus thereof, the Arkansas Supreme Court, the Court of Appeals, circuit courts, prosecuting attorneys, and the Administrative Office of the Courts;
- (3) "Illegal immigrant" means any person not a citizen of the United States who has:
  - (A) Entered the United States in violation of the federal Immigration and Nationality Act of 1952, 8 U.S.C. § 1101 et seq., or regulations issued under the act;
  - (B) Legally entered the United States but without the right to be employed in the United States; or
  - (C) Legally entered the United States subject to a time limit but has remained illegally after expiration of the time limit;