



State of Arkansas
 Department of Finance and Administration
 Purchasing
 1515 West 7th St. Suite 700
 Little Rock, Arkansas 72201

COMPETITIVE BID (CB)

CB Number: 1000885107	Buyer: Gina Moye
Commodity: Legal Services Agency: Arkansas Department of Agriculture	Bid Opening Date: June 23, 2020
Date Issued: June 8, 2020	Bid Opening Time: 11:00 A.M.

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS".

Vendors are responsible for delivery of their bid documents to the Department of Finance and Administration-Purchasing prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the ADA-Purchasing office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<u>MAILING ADDRESS:</u> Department of Agriculture 1 Natural Resources Drive Little Rock, AR 72205 TELEPHONE NUMBER: 501-225-1598	<u>BID OPENING LOCATION:</u> Department of Agriculture 1 Natural Resources Drive Little Rock, AR 72205
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

EIN: _____ SSN: _____

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 2 of 14

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this CB, 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.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

Prospective Contractor does not and will not boycott Israel.

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 3 of 14

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000885107

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service-Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service-Disabled Veteran___

Arkansas Minority Certification Number _____

2. **ALTERATION OF ORIGINAL CB DOCUMENTS:** The original written or electronic language of the CB documents shall not be changed or altered except by approved written addendum issued by the ADA-Purchasing. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
3. **REQUIREMENT OF AMENDMENT:** THIS CB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE ADA-PURCHASING. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening.
4. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the ADA-Purchasing after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
5. **ADDITIONAL TERMS AND CONDITIONS:** The ADA-Purchasing objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
6. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the ADA-Purchasing at the time of the bid opening. Documentation may be in the form of a written or an electronic report, Vendor Performance Report (VPR), memo, file or any other appropriate authenticated notation of performance to the vendor files.
7. **CURRENCY:** All bid pricing must be United States dollars and cents.
8. **LANGUAGE:** Bids will only be accepted in the English language.
9. **DISCLOSURE:** Do you have any relatives currently working for the State of Arkansas?

Yes _____

No _____

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 4 of 14

If yes, please explain: _____

Are you related to any Legislator, Constitutional Officer, or Board of Commission Member?

Yes _____ No _____

If yes, please explain: _____

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

This Competitive Bid (CB) is issued by the ADA-Purchasing to provide Legal Services for the Arkansas Department of Agriculture.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding CB matters should be made through the ADA Chief Counsel, Wade Hodge at 501-219-6361 or Wade.Hodge@agriculture.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. During the time between the bid opening and contract award, any contact concerning this CB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
2. Vendors are requested to respond to each numbered paragraph of the CB. **Vendors must submit one (1) signed ORIGINAL CB response on or before the date specified on page one.** Failure to submit the required number of copies with the bid may be cause for rejection. If the ADA-Purchasing requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
3. The ADA-Purchasing Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this CB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this CB, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the CB.
 - e. Failure of any proposed service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word "will", "must", or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The contract will be a one (1) year **TERM** contract and shall be for a period of twelve (12) months from date of award, with option to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to the:
Arkansas Department of Agriculture
#1 Natural Resources Drive
Little Rock, AR 72205

An itemized invoice addressed to ADA-Purchasing reflecting the purchase order number, item description, quantity, and unit price is required.

The Contractor will be responsible to ADA and will submit invoices on a monthly basis. Contractor should submit invoices to the mailing address no later than the 10th of each month. Agency will process invoices not later than the 15th of the same month. The monthly invoice for June, due to the fiscal year, will be hand delivered, faxed or emailed to ADA no later than June 15th of each year.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The contractor must provide either their Federal Employer Identification Number or Social Security Number prior to award of the contract. A space is provided within the bid document for the information to be provided. Failure to provide the information will result in award to the next lowest bidder.

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principals of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' 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.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (CB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (CB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This CB does not commit the ADA-Purchasing Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

Subcontractors **will not** be considered for this CB or any resultant contract that may result from this CB.

The contractor shall give ADA-Purchasing immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.

 - iii. The right to recover only amounts due at the time of contract termination and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the ADA-Purchasing Official.

1.12 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless ADA-Purchasing and all its officers, representatives, agents, and 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, or representative of the successful bidder.

1.13 STATE OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in performance of the contract. The vendor is required to retain total liability until the deliverables have been acceptable by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The ADA-Purchasing Official will be responsible for award and administration of any resulting contract.

1.15 PUBLICITY

News release(s) by a vendor pertaining to this CB or any portion of the project shall not be made without prior written approval of the ADA-Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The ADA-Purchasing Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 AWARD CRITERIA

Award shall be made to the lowest responsive, responsible bidder.

Successful bidder **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this CB and the laws of the State of Arkansas.

1.17 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 7 of 14

COMPENSATION

Ark. Code Ann. § 19-2-305(b)(2)(A) limits remunerations on collections of accounts to fifty percent (50%) for accounts of five hundred dollars (\$500) or less and thirty-three and one-third percent (33.33%) for accounts in excess of five hundred dollars (\$500). The ADA will give special consideration to bids below these rates.

1.20 SERVICE ADDRESS

#1 Natural Resources Drive
Little Rock, AR 72205

The agency requests legal service to begin **July 6th, 2020**. If this date cannot be met, the bidder must state the number of days required to place the service in the ordering agency's designated location. Failure to state the service time obligates the bidder to begin janitorial service by the agency's requested date. Extended dates may be considered when in the best interest of the state.

Repeated failure to meet specified service requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion.

1.21 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation (30) days prior to the date of cancellation.

SECTION 2 - SPECIFIC REQUIREMENTS

2.0 SCOPE OF WORK:

This Competitive Bid (CB) is issued by the ADA-Purchasing for the Arkansas Department of Agriculture to provide legal services.

The Arkansas Department of Agriculture (ADA) is soliciting law firms to represent the ADA in collection actions against parties who are delinquent in the payment of civil penalties assessed by the ADA and its subdivisions. Matters assigned to selected law firms consist of delinquent accounts where multiple demands have been made without response. The ADA may contract with one (1) or more qualifying law firms. The ADA anticipates contracting with a firm(s) for one (1) year with the prospect of renewing the contract annually for up to seven (7) years upon mutual agreement.

SECTION 3 - SPECIFIC REQUIREMENTS

Respondents to this IFB must meet the following minimum specifications:

1. Must employ one or more attorney licensed to practice law in the State of Arkansas and United States District Court for the Eastern and Western Districts of Arkansas.
2. Must possess a Certificate of Good Standing issued by the Arkansas Supreme Court.
2. Must have experience in collection actions, remedies under Arkansas law, and civil judgments by state administrative bodies.
3. Ability to provide timely responses to ADA inquiries and litigation instructions.
4. Ability to update the ADA on litigation matters in a timely fashion.
5. Minimum three (3) years of experience in collection actions against individuals and incorporated entities.
6. Willing to represent the ADA in courts throughout Arkansas or in particular geographic areas approved by the ADA.

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 8 of 14

SECTION 4: PERFORMANCE STANDARDS

Vendor will return calls and e-mails within 24 hours and provide a Monthly periodic status report of all assigned cases.

OFFICIAL BID PRICE SHEET

Note:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve items shall be borne by the bidder.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves 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 the state.
3. **BID SUBMISSION:** Bids must be submitted to the ADA-Purchasing on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES :** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation 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. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **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 bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. 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 the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADA-Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the ADA-Purchasing. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 12 of 14

agency. Packing memoranda shall be enclosed with each shipment.

- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the ADA-
- 18.** Purchasing to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the ADA-Purchasing and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 19. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 20. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 21. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 22. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 23. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 24. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 25. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer

funds legally available to pay for the services, the contractor may file a claim.

- 26. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 27. CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.
- 28. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas 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 produced by this State pursuant to this contract.
- 29. DISCLOSURE:** 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.

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000885107

Page 13 of 14

STATE OF ARKANSAS
COMPETITIVE BID

BID NO: 1000879502

Page 14 of 14
