

## Invitation to Bid

Bid Number: DH-15-0010

Bid Opening Time and Date: 2pm. September 30, 2015

Commodity: Mass Fatality Consultant

Issuing Officer: Tim Smith, CPPB

Bids will be accepted until the time and date specified above. The bid envelope must be sealed and properly marked with the Bid Number, Date of Bid Opening and Bidder's return address. It will not be necessary to return a "No Bid" notice to the ADH Issuing Officer. Bids may be mailed or hand delivered; but in each case must be received by the ADH Issuing Officer prior to 2 pm. Central Time on Thursday, September 30, 2015.

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

**Authorized Representative** (type or print): \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**(Must be in ink):**

**Identification:**

Federal ID Number (FIN): \_\_\_\_\_ or

Social Security Number: \_\_\_\_\_ (Please do not supply SSN unless no FIN)

Arkansas Vendor Number: \_\_\_\_\_ (Number required for award issuance)

**Business Designation** (Please circle one of the following as it applies to your company):

Individual

Sole Proprietorship

Public Service Corp

Partnership

Corporation

Government/Non-Profit

## **General Information**

### **Introduction**

The Arkansas Department of Health (ADH) is inviting vendors to submit pricing for a Mass Fatality Consultant contract, and to receive the award of a professional services contract. This solicitation shall be considered an “all or none” solicitation. Offers by vendors must be firm for a minimum of 30 calendar days following the bid opening.

### **Background**

Arkansas Department of Health/Hospital Preparedness Program/Public Health Preparedness and Emergency Response Program (ADH/HPP/PHEP) is funded by the Department of Health and Human Services/Centers for Disease Control and Prevention Grant. ADH/HPP is required to have in place Mass Fatality plans (MFP) to ensure that facility level fatality management plans are integrated into local, jurisdictional and State plans for disposition of the deceased. These plans must clearly account for the proper identification, handling and storage of remains. ADH is also directed to develop and maintain disaster and mass fatality management plans and concepts of operation with participating healthcare systems, local health departments, emergency management and State/jurisdictional Chief Medical Examiner/Coroner. During each budget period, ADH must continue to work with all appropriate entities to maintain and refine robust plans that integrate mass fatality planning with the tiered response framework.

The Arkansas MFP was written in previous years in response to the HPP grant requirements and serves as the foundation for the State mass fatality response.

### **Scope of Work**

The following deliverables are to be provided to the ADH:

- 1) Comprehensive Review, Update and Edit of the MFP Components to be examined and updated include:
  - Policy, statutory, and legislative changes impacting the MFP
  - Crisis and Tactical Communications
  - Family Assistance and Family Assistance Center Components
  - National Incident Management System (NIMS), National Response Framework (NRF), Essential Services Function (ESF) 6 & 8, and the Joint Commission EM.02.02.02 standard within the Emergency Management Chapter compliance
  - NIMS and NRF Compliance
  - All Inclusive Stakeholder Involvement will be taken into consideration
  - Will provide quarterly updates to ADH Hospital Preparedness Program
  - Expected completion date will be June 1, 2016

## 2) Statewide Training and Education

- The plan will be presented, through a series of workshops (estimation of 6 per year), to all appropriate entities, including coroners, hospitals, state and local Office of Emergency Management, Emergency Medical Services. Number and location of workshops to be agreed upon by both parties.
  - Workshops will include presentation of plans and lead discussion of attendant issues inherent to planning, while training the participants in the responses needed from each sector involved
  - Workshops will include a series of discussion based exercises, which will serve to bolster the lessons provided
- Ensure MFP is incorporated into County Disaster Plans, State Emergency Operating Plans and individual hospital disaster plans
- Training will be presented as needed to other entities as requested
- Will provide quarterly reports to ADH Hospital Preparedness Program
- Expected completion date will be June 1, 2016

## 3) Incident Management Consulting and Response Capacity

- Contractor agrees to be available and present in the ADH Emergency Operations Center (EOC) during EOC activations within 12 hours of notification of activation
- Will work on behalf of the ADH with hospitals and other states to facilitate the return of deceased persons in the event of EOC activations
- Serve as subject matter expert in the area of Mass Fatality for the ADH
- Will be compliant with the NIMS and the NRF, as well as all applicable Emergency Response entities within Arkansas to include healthcare, nongovernmental organizations, and private entities such as funeral home providers

## **Type of Contract**

The resulting award will be issued as a consultant services contract/outline agreement. The initial term of the outline agreement shall be from date of award through June 30, 2016. The ADH reserves the option to renew this outline agreement in accordance with the original terms of the agreement, and upon mutual agreement with the vendor, for up to six (6) renewal periods, in one (1) year increments or a portion thereof, but not to exceed a total agreement term of seven (7) years from date of award. The ADH will notify the vendor at least thirty (30) calendar days prior to the end of the agreement period or extension thereof if the ADH intends to extend the agreement. If notification is not made, the agreement will terminate at the end of the agreement period or extension thereof.

## **Reservation**

This solicitation does not commit the state to award a contract, to pay costs incurred in the preparation of the vendor's response to this solicitation, or to procure or contract for services or supplies.

## **Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

**Arkansas Economic Development Commission**

**Minority Certification:** \_\_\_\_\_

## **ACRONYMS USED IN THIS IFB:**

ACRONYM	DESCRIPTOR
ACA	Arkansas Code Annotated
ADH	Arkansas Department of Health
ADH/HPP/PHEP	Arkansas Department of Health/Hospital Preparedness Program/ Public Health Preparedness and Emergency Response Program
EEO	Equal Employment Opportunity
EOC	Emergency Operations Center
ESF	Essential Services Function
IFB	Invitation for Bid
MFP	Mass Fatality Plan
NFR	National Response Framework
NIMS	National Incident Management System

## **Alteration of Original IFB Documents**

The original written or electronic language of the IFB shall not be changed or altered except by approved written addendum issued by the ADH. If vendors/contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's response shall be declared as "non-responsible" and the response shall not be considered.

## **Requirement of Amendment**

This invitation to quote may be modified only by amendments written and authorized by the ADH Issuing Officer.

### **Additional Terms and Conditions**

The ADH 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 its 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.

### **Delivery of Response Documents**

Vendors are responsible for delivery of their bid documents to the ADH Issuing Officer prior to the scheduled time for opening of the invitation for quote. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the ADH office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 4815 West Markham Street, Slot 58, Little Rock AR 72205 on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

In accordance with the Arkansas Procurement Law and Regulations, 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 by the ADH Issuing Officer after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents that are to be returned may be opened to verify which bid the submission is for.

### **Equal Employment Opportunity Policy**

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to the Office of State Procurement at the following e-mail address: [eeopolicy.osp@dfa.state.ar.us](mailto:eeopolicy.osp@dfa.state.ar.us). The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

### **Check the appropriate statement below:**

- ☐ I have enclosed a copy of our EEO policy with this bid
- ☐ I have submitted an electronic copy of our EEO policy to [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov)

### **Employment of Illegal Immigrants**

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in the contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>. A screen print of your online submission should be included with your bid documents.

### **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.

## **General Bid and Contract Information**

### **Bid Opening Date and Location**

Bids shall be publicly opened and announced at the time and date stated on page 1, and become public information under the laws of the State of Arkansas. To be considered, responses must be received by the ADH Issuing Officer prior to the time and date specified.

### **Bid Submission**

Vendors submitting bids shall be required to submit only one (1) signed copy of the bid. Signature must be in ink.

### **Issuing Officer**

The ADH Issuing Officer will administer this solicitation and the resultant award. The ADH Issuing Officer will be the sole point of contact in the ADH for the selection process. Vendor questions regarding this solicitation and any related matters shall be addressed solely to the ADH Issuing Officer.

Arkansas Department of Health  
Timothy Smith, CPPB  
Procurement Branch Chief  
4815 West Markham Street, Slot 58  
Little Rock, AR 72205  
501-280-4573

The ADH Issuing Officer will be responsible for award and administration of any resulting contract.

### **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 the service supplied. The ADH reserves the right to interview the key personnel assigned by the successful vendor to the project and to recommend or require reassignment of personnel deemed unsatisfactory by the agency.

The selected vendor will be required to assume responsibility for all services, equipment and training obtained under contracts resulting from this solicitation.

### **Vendor Minimum Qualifications**

The vendor must provide the following documents in order to meet minimum qualifications and be considered for an award:

- a) Provide evidence of Certification and/or Licensing by accredited organizations in emergency response training and family assistance (i.e. Medical Examiners, Coroners, Forensic Scientists, Medical Personnel, Policy Officers, Funeral Directors, Embalmers, Social Workers, Mental Health). Certification must be in accordance with NIMS guidelines.
- b) Provide historical information/documentation establishing the Mass Fatality Coordinator has a minimum of three (3) years of experience in mass fatality management.
- c) Provide evidence, in the way of a license or national certification, of board certification as a death investigator and/or instructor
- d) Provide evidence/documentation establishing past experience with a mass fatality management plan for mass fatality response and with those who would be involved in dealing with a mass fatality event in Arkansas.
- e) Must demonstrate Core Business function as mass fatality incident response.
- f) Provide a signed statement to the ADH declaring vendor's ability to provide on-site response capabilities within twelve (12) hours of notification from the ADH
- g) Provide a signed statement listing personnel and equipment that will be used to complete all deliverables within specified timeframes
- h) Must provide evidence that demonstrate logistics and the infrastructure to respond to a mass fatality event (i.e. pre-positioned inventory, pre-determined staff, etc...).

## **Invoices**

The vendor shall invoice the ADH. The ADH will make timely payment of invoices according to State policy and procedure; however, no late charges will be allowable except as provided by Arkansas Statute and Regulations.

Invoices must show an itemized list of charges. The ADH reserves the right to increase or decrease the quantities on any item awarded during the term of this contract or extensions thereof. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADH, and only when the vendor has successfully satisfied the ADH as to the reliability and effectiveness of the service, equipment and training as a whole.

The ADH may not be invoiced in advance of deliver and acceptance of any service or equipment. All invoices shall be forwarded in duplicate to the following address:

Arkansas Department of Health  
Preparedness and Response Program  
4815 W. Markham, Slot 61  
Little Rock, AR 72205

All invoices must include:

- 1) Submission of an original properly itemized invoice showing the purchase order number
- 2) Must be sent to the "Invoice To" point shown on the purchase order with a copy to the ordering agency/program
- 3) Description of Services as listed on the purchase order agreement
- 4) Acceptance/approval by the ordering state agency for services invoiced
- 5) All invoices must be received before June 1, 2016



### **Terms & Conditions of Bid**

- a) To be considered, vendor must include as part of the response all of the provisions of the solicitation
- b) An official authorized to bind the vendor to the resultant contract must sign the vendor's solicitation response
- c) The successful vendor shall at all times observe and comply with federal and State laws, ordinances, orders and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work
- d) The successful vendor shall indemnify and save harmless the agency and all of 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, representative, or subcontractor of the successful vendor
- e) The vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the ADH. Access will be granted upon request to State or federal government entities or any of their duly authorized representatives
- f) Financial and accounting records shall be made available, upon request, to the ADH 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

### **Cost**

All required charges must be included on the Official Bid Price Sheet and must be valid for thirty (30) calendar days following the bid openings. Cost will be determined by the total combined price of items 1, 2 & 3. Changes to the format and intent of the Official Bid Price Sheet are not acceptable. Bids submitted with an altered Official Bid Price Sheet may be rejected.

The successful vendor awarded these contracts as a result of this solicitation shall not increase prices quoted and listed herein for the duration of the resulting contract. Any cost not identified by the vendor but subsequently incurred in order to achieve successful completion of the service will be borne by the vendor.

### **Cancellation**

In the event the State no longer needs the services 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 vendor written notice of such cancellation thirty (30) calendar days prior to the date of cancellation.

**UNACCEPTABLE PERFORMANCE:**

Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:

- 1) The contracting division will notify the vendor of unacceptable performance. A meeting between the division and vendor will take place to discuss and develop an informal plan for change.
- 2) The contracting division will notify the vendor in writing of non-compliance with the program deliverable. Within ten (10) working days of notification of non-compliance, vendor must submit and implement a corrective action plan that is acceptable to the contracting division or its designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by the contracting division.
- 3) Payment may be withheld or reduced as determined by the contracting division.
- 4) The agreement may be terminated.

**AGENCY PROPERTY:**

Property, including intellectual property, acquired or created by the vendor as an agreement deliverable is the property of the Agency. The vendor shall be responsible for the proper custody and care of all Agency owned property, including Agency owned property used in connection with the performance of this agreement and the vendor agrees to reimburse the Agency for its loss or damage due to negligence, theft, vandalism or Acts of God.

**OWNERSHIP OF DOCUMENTATION:**

All documents and deliverables prepared by the vendor and accepted by the agency shall become the property of the Agency and shall not be used for any other purpose by the vendor without the Agency's specific written consent.

**LIABILITY:**

In the event of non-performance of a contractual obligation by the vendor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the vendor will be liable to the Agency, in full, for all penalties, sanctions and disallowances assessed against the Agency.

## **Official Bid Price Sheet**

1. Comprehensive review, update and edit of the MFP components to be examined and updated. ( Bid amount should be the total cost for this item.)

Cost to complete the job = \$\_\_\_\_\_/job  
(Total Cost)(a)

2. Statewide training & education Workshops to be completed on a yearly basis. This will include approximately 6 scheduled events for each year, and is inclusive of all costs associated with these events.

\$\_\_\_\_\_each X 6 workshops = \$\_\_\_\_\_  
(Cost per workshop) X (Estimated) = (Total Price)(b)

3. Incident Management Consulting and Response Capacity. (To determine the total cost for this item, calculate the bid dollar amount per hour for an estimated 100 hours and indicate the amount of the hourly rate.)

\$\_\_\_\_\_/hour X 100 Hours = \$\_\_\_\_\_  
(Hourly rate) X (Estimated) = (Total Price)(c)

4. Total Price of item 1 (a) and the Total Price of item 2 (b) will be added to Total Price of item 3 (c) to determine the Grand Total for this contract. Award will be based on the lowest responsible and responsive bid.

\$\_\_\_\_\_ + \$\_\_\_\_\_ + \$\_\_\_\_\_ = \$\_\_\_\_\_  
(a) + (b) (c) = (Grand Total)

Note: If there are any calculation errors on the vendor's official bid price sheet, the unit cost will govern over the total cost or grand total. Bidders should take into account travel costs when calculating the cost per bid category.

Any cost not identified on this schedule but subsequently incurred will be the responsibility of the vendor.

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(Vendor Company Name)

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(Vendor's Authorized Signature)

## **Check List:**

This listing is being provided in an effort to help the vendor provide a complete bid response by listing documents that will be required for the vendor to be considered for contract award. Providing this listing to the vendor by ADH does not relieve the vendor from complying with all requirements listed earlier in the bid. The vendor should ensure that all required documents are included in the listing

The following must be included in the bid response or the response may be disqualified as non-responsive:

- ☐ Completed and Signed Title Cover Sheet
- ☐ Completed and Signed Official Bid Price Sheet
- ☐ Completed Contract and Grant Disclosure and Certification Form (attachment)
- ☐ Selection of EEO Policy Statement
- ☐ Submission (or enclosure) of EEO Policy Statement
- ☐ Online Illegal Immigrant Certification
- ☐ Submission of Screen Print for Illegal Immigrant Certification
- ☐ License/Certification(s) as referenced in IFB
- ☐ License/Certification as a death investigator and/or instructor
- ☐ Documentation of experience working with mass fatalities/plans
- ☐ Signed statement regarding the vendor's 12-hour response ability
- ☐ Signed statement regarding the vendor's listing of Key Personnel

## **Standard Terms & Conditions**

1. **GENERAL:** Any special terms and conditions included in the solicitation 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 response are accepted by the ADH.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities, and to award the solicitation to best serve the interest of the state.
3. **RESPONSE SUBMISSION:** Responses must be submitted to the Issuing Officer on this form, with attachments when appropriate, on or before the date and time specified for the solicitation opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind his/her firm in a contract. Each response should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Provide the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the solicitation. Unless otherwise specified, the response must be firm for acceptance for thirty days from the response opening date. "Discount from list" responses are not acceptable unless requested in the solicitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Provide 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. **GUARANTY:** All items offered 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 IFB. The vendor 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 vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

7. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, solicitation number and item number. If samples are not destroyed during reasonable examination they will be returned at the vendor's expense, if requested, within ten days following the opening of responses. All demonstrators will be returned after reasonable examination.
8. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the response 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 vendor.
9. **AMENDMENTS:** The solicitation cannot be altered or amended after the response opening except as permitted by regulation.
10. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the response price. Trade discounts should be deducted from the unit price and the net price should be shown in the response.
11. **AWARD:** Term Contracts: A contract award will be issued to the successful vendor. 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 Contracts: A written ADH purchase order authorizing shipment will be furnished to the successful vendor.
12. **LENGTH OF CONTRACT:** The request for quote will show the period of time the term contract will be in effect.
13. **DELIVERY ON FIRM CONTRACTS:** The request for quote will show the number of days to place a commodity in the ADH designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADH Issuing Officer 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.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the ADH Issuing Officer. 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 agency. Packing memoranda shall be enclosed with each shipment.
15. **STORAGE:** The ADH is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ADH after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the ADH Issuing Officer 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 ADH Issuing Officer of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **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.
18. **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 solicitation and purchase order numbers, where itemized in the request for quote, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by ADH. Invoices must be sent to the "Invoice To" point shown on the purchase order.
19. **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 ADH, 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.
20. **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.
21. **ASSIGNMENT:** Any contract entered into pursuant to this request for quote is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **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.
23. **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 agency. If the ADH 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.

24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor 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 vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for quote, the vendor named on the front of this request for quote, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State 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.
27. **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.