



State of Arkansas  
 OFFICE OF STATE PROCUREMENT  
 1509 West Seventh Street, Room 300  
 Little Rock, Arkansas 72201-4222

## INVITATION FOR BID

IFB Number: <b>SP-17-0083</b>	Buyer: <b>Julia Shackelford</b> Email: <a href="mailto:Julia.shackelford@dfa.arkansas.gov">Julia.shackelford@dfa.arkansas.gov</a>
Service: <b>Security Guard Services, Unarmed</b>	Bid Opening Date: <b>February 28, 2017</b>
Agency: <b>Department of Arkansas Heritage</b>	
Date Issued: <b>February 10, 2017</b>	Bid Opening Time: <b>2:30 p.m. Central Time</b>

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" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement 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 OSP 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.

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>BID OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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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**

Business Designation (check one):

Individual [ ]	Sole Proprietorship [ ]	Public Service Corp [ ]
Partnership [ ]	Corporation [ ]	Government/ Nonprofit [ ]

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000771214

**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. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. 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 for 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.

**3. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- OSP **will** notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process **will** be provided to the vendor(s) at that time.

**4. ALTERATION OF ORIGINAL IFB DOCUMENTS**

The original written or electronic language of the IFB documents **shall** not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions 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 exceptions 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 exceptions. 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.

**5. REQUIREMENT OF AMENDMENT**

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. 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. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

**6. 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 Office of State Procurement 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.

**7. ADDITIONAL TERMS AND CONDITIONS**

The Office of State Procurement 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.

**8. ANTICIPATION TO AWARD**

After complete evaluation of the solicitation, the anticipated award **will** be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results **will** be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award **will** be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

**9. 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 Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

**10. VISA ACCEPTANCE**

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fees may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

**11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER**

Bidders should complete the Disclosure Forms issued with this bid.

**12. CURRENCY**

All bid pricing **must** be United States dollars and cents.

**13. LANGUAGE**

Bids **will** only be accepted in the English language.

## SECTION 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Department of Arkansas Heritage (DAH), to obtain pricing and a contract for Security Guard Services to several locations in Little Rock, Arkansas.

### 1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julia Shackelford at 501-371-6079 or [julia.shackelford@dfa.arkansas.gov](mailto:julia.shackelford@dfa.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 IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named herein **will** initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** If the Office of State Procurement requests additional copies of the bid, they **must** be delivered within twenty-four (24) hours of request.
3. The State Procurement 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 IFB, if it is in the best interest of the State of Arkansas 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 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.
  - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the IFB.
  - 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.

### 1.5 TYPE OF CONTRACT

The contract **will** be a one (1) year term contract with an anticipated starting date of July 1, 2017. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

### 1.6 PAYMENT AND INVOICE PROVISIONS

Payment may be made **twice a month** and in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of any services. Payment **will** be made only after the contractor has successfully satisfied the agency as to the services provided. Vendor should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice. Invoices should be forwarded to the address that is specified on the agency's purchase order.

The selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

### 1.7 RECORD RETENTION

The vendor **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 Invitation for Bid **will** be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the Invitation for Bid 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 IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for 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 services being provided.

If any part of the work **must** be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP 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 conduct litigation in a place other than Pulaski County, Arkansas.
  - d. To agree to any provision of a contract which 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.
  - 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 State Procurement 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 or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder **shall** indemnify and save harmless the agency 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, representative, or subcontractor of the successful bidder.

### **1.13 STATEMENT 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 the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted 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 State Procurement Official **will** be responsible for award and administration of any resulting contract.

**1.15 AWARD CRITERIA**

Award **will** be made to the lowest responsible, responsive bidder on an All or None Total for all services per year. Bids **must** meet or exceed all defined specifications. Bidder **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas. **Consideration will be given only to those who bid all line items.**

**1.16 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.

**1.17 COST**

All charges **shall** be included on the Official Bid Price Sheet and **shall** include all associated costs for the services being bid. **Bid pricing must be typed or printed in ink and must be valid for one hundred sixty (160) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.**

**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 service **shall** be borne by the bidder.

**1.18 PRICE CHANGE CLAUSE**

All prices bid **will** remain firm for the first term of the contract. In the event of an industry wide, Federal or State mandated program price increase or an increase in the Federal or State Minimum Wage, the vendor may request a price adjustment at the time of the contract extension request or within sixty (60) days of the wage increase taking effect, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices **will** remain firm for any period agreed upon for extension. Under no circumstances **will** the vendor be retroactively compensated for any increased costs covered by this subsection.

The State further reserves the right to reject any proposed price increase, cancel the contract, and re-bid if such actions are determined to be in the best interests of the State.

**1.19 LOCATION OF SECURITY GUARD SERVICES**

Security guard services **will** be provided at various locations throughout the State of Arkansas.

**1.20 CANCELLATION**

In the event the State no longer needs the service 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 thirty (30) days prior to the date of cancellation.

**SECTION 2 – SPECIFIC REQUIREMENTS**

**2.1 SCOPE**

The intent of this IFB is to establish a Term contract to provide Unarmed Security Guard Services at various locations in Little Rock, Arkansas for DAH. The successful vendor **must** furnish, but is not limited to the necessary labor, equipment, materials and incidentals needed to meet the requirements as outlined in this IFB. Note: Security guard officers **will not** carry firearms at any time while on State property.

**2.2 QUANTITY**

The number of security guard officers, hours and locations are estimated for bidding purposes only and may vary according to agency needs. The agency may require more or less guards, hours and locations during the term of the contract. If additional guards are needed, the successful vendor **shall** provide the guards at the hourly rate set within any resulting contract. **NOTE:** Issuance of an award does not guarantee an order.

**2.3 REFERENCES**

1. Vendors should submit with their bid response, a minimum of three (3) reference letters from clients whom the bidder has provided security guard services within the last three (3) years; one of which should be located in Central Arkansas.
2. Each letter from the client should include their name, work telephone and/or cell phone number, and email address.
3. The reference letter should rate the quality of service by rating the bidder's performance as to poor, fair, good, or excellent in quality of service.
4. OSP reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.

**2.4 POLYGRAPH EXAMINATIONS**

1. DAH and/or OSP reserves the right to have vendor's security guard officers take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 Et. Seq.
2. All expenses for polygraph examinations **will** be at the expense of the vendor.

**2.5 CRIMINAL BACKGROUND CHECKS**

Online background reports **will not** be accepted.

1. DAH and/or OSP reserves the right to request criminal background checks, at any time, on all security guard officers to be assigned to any DAH buildings. This requirement also applies to all company officials and supervisors who might need to provide service on a short-term or temporary basis to any DAH building.
2. The vendor should utilize the Arkansas State Police form to provide the required criminal background checks.
3. Criminal background checks on any employee requested **must** be current. Current is defined as background reports which are dated and received within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current **will not** be considered.
4. All individuals **shall** have a clean background check (no record) prior to assignment to State buildings.
5. DAH and/or OSP reserves the right to terminate any contract resulting from this IFB should the criminal background history report show evidence of being tampered with, (i.e. sections blocked out, report dates of greater than seventy-two (72) hours, etc.).
6. All expenses for criminal background checks **will** be at the expense of the vendor.

**2.6 CONTACT INFORMATION**

The vendor **shall** provide the names and phone numbers of a minimum of two contact persons that can be reached twenty-four (24) hours a day, seven (7) days a week. The vendor **must** respond to the agency within four (4) hours. The vendor **will** be responsible for reporting any contact phone number changes within twenty-four (24) hours.

Contact name and phone number: \_\_\_\_\_

Contact name and phone number: \_\_\_\_\_

**2.7 VISITORS AND CHILDREN**

1. Visitors or children are not permitted to accompany the vendor while they are performing the duties required as stated within this IFB.
2. A vendor allowing visitors or children in the building should result in a below standard vendor performance report being submitted in accordance with Section 2.13.

**2.8 EMPLOYEES OF THE CONTRACTOR**

Individuals employed by DAH are not eligible for employment by the vendor. The vendor **shall**:

1. Provide a list of the employees and their State Police issued identification card that are to be placed at the service location.
2. Agree to replace any personnel who may become incompatible with the State. DAH **will** be the sole judge of the incompatibility.

**2.9 INSURANCE**

When requested, the vendor **must** furnish an approved "Certificate of Insurance" from a company or agent that is licensed in the State of Arkansas and **must** maintain the following insurance requirements throughout the entire contract period including extensions: The insurance may not be modified without the agency's approval.

Each Certificate of Insurance should name AR Department of Heritage as the certificate holder with the intent to notify same of any intention to cancel the insurance within ten (10) days.

Liability Limits:

- A. Commercial General Liability
  - Each Occurrence \$1,000,000.00
  - General Aggregate \$2,000,000.00
- B. Worker's Compensation and Employer's Liability
  - Worker's Compensation Statutory Limits
  - Employer Liability \$1,000,000.00 each accident
- C. Umbrella Liability
  - Each Occurrence \$2,000,000.00
  - General Aggregate \$2,000,000.00
- D. Automobile Liability
  - Combined Single Limit \$1,000,000.00

Commercial Automobile Liability Insurance **shall** include coverage for hired and non-hired automobiles. The vendor **shall** assume all liability for any accidental or criminal occurrences.

**2.10 STATE HOLIDAYS**

1. Normal business days and hours of operation are defined as Monday through Friday, 8:00 a.m. through 4:30 p.m. Central Time.
2. State offices are normally closed on holidays; however, several locations **will** require services on weekends and holidays as specified in Section 3.11.
3. There are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open and services may be performed on such days.
4. The contractor should maintain adequate staff on such holidays and occasions.
5. \*Additional days may be proclaimed as holidays by the Governor, by Executive Proclamation (i.e. the day after Thanksgiving).
6. If the holiday falls on Saturday, the preceding Friday **will** be observed. If the holiday falls on Sunday, the following Monday **will** be observed.

New Year's Day	January 1
Lee/King Birthday	January; third Monday
Washington Birthday/Daisy Bates Day	February; third Monday
Memorial Day	May; last Monday
Independence Day	July 4
Labor Day	September; first Monday
Veterans Day	November 11
Thanksgiving Day	November; fourth Thursday
*Day after Thanksgiving	November; fourth Friday
Christmas Eve	December 24
Christmas Day	December 25

**2.11 MANDATORY SITE VISIT**

DAH **will** conduct one (1) mandatory site visit. It is suggested that interested bidders:

1. Thoroughly read the IFB prior to the site visit and have questions prepared to ensure a good understanding of services required.
2. Fully inform themselves as to all existing conditions and limitations under which the work is to be performed and include the total cost of the services necessary to perform the work. No allowances **will** be made to any bidder because of lack of examination or knowledge.
3. Drive to each location prior to the mandatory site visit and determine where to park and allow enough time to arrive on time before the first tour begins.
4. Arrive before the appointed time. Late arrivals **will not** be permitted to join the site visit. The agency **will not** accept requests to reschedule site visits. Bidders are to plan accordingly.
5. Failure to tour with the group **will** result in disqualification of bidder.

**2.12 MANDATORY SITE VISIT LOCATIONS, DATE AND TIME**

Interested bidders **must** sign-in upon arrival at the following building locations.

1. Old State House Museum (OSHM)  
300 W. Markham  
Little Rock, AR  
Contact person: Mike Dauzat @ 501-324-8659  
Date: Wednesday, February 22, 2017  
Time: 8:30 a.m. Central Time

After the conclusion of the site visit at OSHM, the site visit will continue at the following location.

2. Mosaic Templars Cultural Center  
501 W. 9<sup>th</sup> Street  
Little Rock, AR  
Contact person: Kendrick Cross @ 501-683-3608

**2.13 PERFORMANCE STANDARDS**

- State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below identifies expected performance measures or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards **will** be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- All changes made to the Performance Standards **shall** become an official part of the contract.
- Performance Standards **shall** continue throughout the term of the contract.
- Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages. An assessment of damages may consist of two (2) or more service criteria and an assessment in one service criteria does not preclude an assessment in other criteria regarding the outcome of the circumstances surrounding the same event.
- In the event a Performance Standard is not met, the vendor **will** have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** follow the directives of the agency as to the required compensation process.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
Vendor <b>shall</b> provide adequate staff on-site at all times.	Vendor <b>shall</b> provide the required number of guards for each location which <b>shall</b> be on site 100% of the time as outlined in the bid.	1% credit on bi-weekly invoice for each full hour in which a guard is not present at the location and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Guard <b>shall</b> report incidents of employee endangerment or harmful activity.	Guard <b>shall</b> promptly report to DAH contact personnel within one (1) hour of learning of an incident.	\$100 credit on bi-weekly invoice for each instance not reported to DAH personnel within an hour of occurrence and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Vendor response.	Vendor <b>shall</b> respond to DAH personnel within four (4) hours of initial contact regarding any issue. Includes both business and non-business hours.	\$100 credit on bi-weekly invoice for each instance in which the vendor does not contact DAH personnel within a four (4) hour period and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Guard <b>shall</b> have proper identification and a professional uniform appearance.	Guards <b>must</b> wear a photo identification badge issued by the company after passing AR State Police background checks and <b>must</b> be dressed in a professional manner in company issued uniform and not have the appearance of being worn, torn, fading, etc.	10% credit on bi-weekly invoice for non-compliance of proper uniform identification and police background checks and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.

### SECTION 3 – REQUIREMENTS AND SPECIFICATIONS OF SERVICES

#### 3.1 VENDOR QUALIFICATIONS

The vendor **shall** meet the following qualifications and furnish proof to OSP, when requested:

1. Be a duly licensed security guard company with the State of Arkansas.
2. Have a resident manager duly licensed with the State of Arkansas.
3. Have a clean record of compliance with the State of Arkansas Board of Private Investigators and Security Agencies.
4. Have an established office in the Central Arkansas area.

#### 3.2 SECURITY GUARD OFFICER QUALIFICATIONS

Prior to assigning any guards to State buildings, the guards:

1. Possess an identification card issued by Arkansas State Police.
2. Are exempt of all criminal convictions.
3. Possess a valid Arkansas driver's license or a valid Arkansas identification card.
4. Be at least twenty-one (21) years of age.
5. Have a high school diploma or GED.
6. Are able to read, write and verbally communicate effectively in English; particularly in emergency situations.
7. Meet all requirements for private security guard officers as established by law or regulation prior to assignment.
8. Are trained and familiarized with the grounds prior to being placed on the job.
9. Are able to perform all duties requiring moderate to difficult physical exertion such as:
  - a) Standing or walking for an entire shift and have the ability to run if necessary
  - b) Climbing stairs and ladders
  - c) Lift or carry heavy objects
  - d) Working in extreme weather conditions
10. Successfully pass a drug test designed to detect the following elements, which includes, but is not limited to:
  - a) Marijuana
  - b) Cocaine
  - c) Opiates
  - d) Amphetamines
  - e) PCP
  - f) Alcohol

DAH and/or OSP reserves the right to request a copy of the drug test report at any time. All expenses for drug testing **will** be at the expense of the vendor.

#### 3.3 TRAINING REQUIREMENTS

Prior to assigning any guard to State buildings, the vendor **shall** train each guard in the following, which includes, but is not limited to:

1. The satisfactory completion of a minimum of four (4) hours of security training in compliance with Arkansas Code Annotated 17-40-101 ET seq.
2. A minimum of four (4) hours of on-the-job safety instruction should include, but is not limited to:
  - a) Performance of post and special assignments
  - b) Emergency procedures and bomb threats
  - c) Proper use of emergency equipment, i.e., fire extinguishers, fire equipment, gas masks, respirators
  - d) Public relations
  - e) Computer
  - f) Legal restrictions on arrest, search, and seizure
  - g) Report writing and field note taking
  - h) Training in appearance, attitude conducts and discipline
  - i) Radio/Telephone techniques
  - j) Proper use of metal detector

DAH and/or OSP reserves the right to request a copy of the records at any time. All expenses for training **will** be at the expense of the vendor.

### **3.4 VENDOR'S RESPONSIBILITIES**

The vendor **shall** be responsible for the following, which may include, but is not limited to:

1. Provide supervision to all guards assigned to DAH property.
2. Replace any guard who becomes incompatible with the agency. DAH **will** be the sole judge of the incompatibility.
3. If a security guard officer is involved in any action that requires the guard to appear in court, the vendor **shall** make arrangements for such appearance and be responsible for all fees.
4. Be competent in the knowledge of security procedures, aggressive in solving problems, and provide quality control.
5. Provide all necessary liaisons with the building contact person.
6. Visit the site locations at least once per week, at which time the Daily Activity Report (DAR) **will** be signed and dated. Site visits are subject to change at the agency's discretion.
7. Provide the required number of guards for each shift and have replacements immediately dispatched to the location within thirty (30) minutes if a guard does not report to their assigned shift.

### **3.5 PROTECTION OF PROPERTY AND BUILDING REGULATIONS**

Assigned security guard officers **shall**:

1. Ensure the protection and safety of employees and clients.
2. Comply with regulations for control of persons entering or leaving the buildings. Regulations **will** be furnished to the vendor by DAH as part of the guard post orders.
3. Not make any copies of any keys belonging to DAH. The building managers **will** assign all building keys to the vendor.
4. Take all necessary precautions to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building and grounds.
5. Be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the vendor's personnel, and **shall** make good, at vendor's expense, such loss or damage.
6. Not reveal any information concerning the security assignment, on or off duty, to anyone except the designated DAH official, the company or any guards employed by the company who may need the information to carry out their orders.
7. Not disturb papers on desk, open desk or cabinet drawer, files or bookcases.
8. Not tamper with museum artifacts or exhibit materials.
9. Not use any form of tobacco products on State property.
10. Not make any personal phone calls or have visitors.
11. Keep all personal belongings in the designated area during working hours.
12. Not eat or drink in prohibited areas.
13. Not fraternize with State employees, guests or clients.
14. Refrain from loitering with other security guard officers.
15. Refrain from using cell phones except for official security duty related communication.

### **3.6 SECURITY GUARD OFFICER DUTIES**

Security guard officer duties may include, but is not limited to the following duties:

1. Remain on site at all times during shift and not leave their post until a replacement guard arrives. Breaks for lunch **will** be given at the discretion of the DAH agency contact person. The vendor **will** be responsible for staffing the security assignment while guards are on break.
2. Not loiter on the grounds either before or after work hours and not fraternize with employees, clients or guest.
3. Provide security checks through the perimeter of the buildings and parking lots. Routine inside inspection of these buildings **will** be made for security and safety reasons periodically during the night. Ensure all exterior doors to all buildings are secured and locked. DAH may provide the security guard company with the necessary master keys to access buildings, which **must** be locked, unlocked or monitored.
4. Be able to monitor the security system and cameras.
5. Be knowledgeable of and follow the guard post orders and emergency procedures for site emergency (fire, vandalism, etc.). Know the locations of fire extinguishers and other emergency equipment under his/her patrol assignment.
6. Ensure all state vehicles are secured and locked.
7. Report any incidents of employee endangerment or potentially harmful activity to the agency contact person within one hour of learning of the incident or activity.
8. In the event of any altercation, a written report should be submitted to the agency contact person detailing the incident within twenty-four (24) hours following the incident.

9. Maintain the DAR, recording each security check and provide the report to the agency contact person at the completion of each shift. The DAR should include, but is not limited to the following:
  - a) time the report is opened and closed;
  - b) time of shift change;
  - c) theft or missing items;
  - d) unlocked doors and windows;
  - e) breakage;
  - f) calls to local authorities;
  - g) non-working devices;
  - h) any unusual events
10. Guards may receive additional instruction and/or information from the agency personnel as necessary.

### **3.7 SECURITY GUARD OFFICER IDENTIFICATION AND DRESS CODE**

Security guard officers assigned to State building and reporting for duty **shall**:

1. Wear a clean, pressed uniform without obvious signs of wear such as stains, holes, tears or fading. Uniforms should include shirts, trousers, jacket, and rain gear during inclement weather.
2. Wear a State issued picture identification badge or card containing their name and the name of the company so that State employees, guest and clients are able to identify the guard and their purpose for being on State property
3. Display a professional appearance while on duty.

### **3.8 EQUIPMENT**

The vendor should provide the following equipment, but is not limited to the following equipment:

1. Flashlights, batteries and bulbs.
2. Report forms, log books and notebooks containing post orders.
3. Working cell phones to all assigned guards for communication. The cellular telephone should be of the type and quality to enable voice or text communication from any point in the building. The vendor **will** provide the phone number to the agency contact person and is responsible for reporting any changes related to the cell phone number within twenty-four (24) hours.

### **3.9 WEAPONS RESTRICTIONS**

Security guard officers **shall not** carry firearms at any time while on State property.

### **3.10 VEHICLE REQUIREMENTS**

Security guard officers should have the following:

1. A working/drivable vehicle that is properly identified as a security company vehicle.
2. The vehicle should be equipped with working patrol lights so that State employees, guest and clients can recognize the purpose of the vehicle.
3. The vehicle should be properly identified with company logo/decals.
4. All assigned security guard officer should carry a hand held radio, supplied by DAH while on duty.

### **3.11 GUARD SCHEDULE AND HOURS**

As stated above in section 2.2; the number of security guard officers, hours and locations are estimated and may vary according to agency needs.

#### **A. Two (2) full time locations**

##### **1. Mosaic Templars Cultural Center (MTCC)**

501 W. 9<sup>th</sup> St., Little Rock, AR  
Contact Kendrick Cross @ 501-683-3608

Day of week: Tuesday through Saturday and may include, but is not limited to the following State holidays:

Dr. Martin L. King, Jr. Day and Veteran's Day.

Estimated number of guards: one (1)

Estimated time & hours daily: 9:00 a.m. – 5:00 p.m.                      8 hours per day

Estimated hours per year: 2080

**2. Old State House Museum (OSHM)**

300 W. Markham, Little Rock, AR  
Contact Mike Dauzat @ 501-324-8659

Day of week: Monday through Friday and may include, but is not limited to the following State holidays:  
Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day.  
Estimated number of guards: one (1)  
Estimated time & hours daily: 8:45 a.m. – 5:00 p.m.      8 hours 15 minutes per day  
Estimated hours per year: 2210

Day of week: Saturday and may include, but is not limited to the following State holidays:  
Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day.  
Estimated number of guards: two (2)  
Estimated time & hours daily: 8:45 a.m. – 5:00 p.m.      8 hours 15 minutes per day x two (2) guards.  
Estimated hours per year: 884

Day of week: Sunday and may include, but is not limited to the following State holidays:  
Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day.  
Estimated number of guards: two (2)  
Estimated time & hours daily: 12:45 p.m. – 5:00 p.m.      4 hours 15 minutes per day x two (2) guards.  
Estimated hours per year: 468

**Note:** One parking spot may be available for one (1) guard. No more than one spot is available at any time.

**B. Twelve (12) part time locations will** be monitored on an as needed basis. These buildings may be rented to outside groups on various occasions for special events. Guard duties **will** be given at time of notification a guard is needed. The vendor **must** provide the requested number of guards within a four hour notice given by the agency.

1. Arkansas State Archives located at One Capitol Mall, #215, Little Rock, AR
2. Delta Cultural Center located at 141 Cherry Street, Helena, AR (example of event: Delta Family Gospel Fest)
3. Historic Arkansas Museum located at 200 E. Third Street, Little Rock, AR  
(example of event: 2<sup>nd</sup> Friday Art Night)
4. Mosaic Templars Cultural Center
5. Old State House Museum
6. Trapnall Hall located at 423 E. Capitol, Little Rock, AR

The following locations are located at 1100 North Street, Little Rock, AR

7. Arkansas Arts Council
8. Arkansas Historic Preservation
9. DAH-Central Administration
10. Natural Heritage Commission

The following locations are located at 1000 LaHarpe Street, Little Rock, AR

11. Collection Management Facility (example of event: guided tours, collection transporting)
12. Arkansas Natural Cultural Resources Council located in the Collection Management Facility

Day of week: **will** vary and may include weekends and holidays.  
Estimated number of guards: one (1) security guard per one hundred (100) guests for special events.  
Estimated time & hours daily: **will** vary  
Estimated hours per year: 200

**MANDATORY SITE TOUR FORM  
DEPARTMENT OF ARKANSAS HERITAGE**

**To be considered for the job, this Site Tour Form must be signed by the agency contact person after completion of each site tour and given to the OSP buyer.**

THIS IS TO VERIFY THAT \_\_\_\_\_ with \_\_\_\_\_  
REPRESENTATIVE NAME COMPANY NAME

1. HAS COMPLETED THE A SITE TOUR AT **300 W. MARKHAM, LITTLE ROCK, AR**

\_\_\_\_\_  
DAH REPRESENTATIVE; OLD STATE HOUSE MUSEUM

\_\_\_\_\_  
DATE

2. HAS COMPLETED THE A SITE TOUR AT **501 W. 9<sup>TH</sup> STREET, LITTLE ROCK, AR**

\_\_\_\_\_  
DAH REPRESENTATIVE; MOSAIC TEMPLARS CULTURAL CENTER

\_\_\_\_\_  
DATE

**OFFICIAL BID PRICE SHEET**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>HOURS PER YEAR ESTIMATED</u></b>	<b><u>UNIT PRICE/HOUR</u></b>	<b><u>PRICE PER YEAR</u></b>
1.	One guard Tuesday-Saturday Mosaic Templars Cultural Center	2080	\$ _____ /	\$ _____
2.	One guard Monday-Friday Old State House Museum	2210	\$ _____ /	\$ _____
3.	Two guards Saturday Old State House Museum	884	\$ _____ /	\$ _____
4.	Two guards Sunday Old State House Museum	468	\$ _____ /	\$ _____
5.	As needed for special events Twelve (12) locations	200	\$ _____ /	\$ _____

**ALL OR NONE TOTAL FOR ITEMS 1-5: \$ \_\_\_\_\_**

### 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 Office of State Procurement 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 the 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 service 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 Office of State Procurement 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 Office of State Procurement. 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.
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 Office of State Procurement 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 Office of State Procurement 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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

- 26. 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.
- 27. 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.
- 28. 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.