

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

**EXTENDED CONTRACT AWARD**

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT.  
THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE  
ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR PROPOSAL  
ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE  
OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS  
SET FORTH WITHIN THE REQUEST FOR PROPOSAL.

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**BUYER:** REBECCA O'NEAL

**CONTRACT/BID NO.:** RFP-04-0430

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**DESCRIPTION:**

MULTI-STATE LABORATORY SUPPLY PRODUCTS  
AND HOMELAND EQUIPMENT (HELP CONTRACT)

**CONTRACT PERIOD:** JULY 1, 2004 THROUGH JUNE 30, 2006

**CONTRACT EXTENSION:** JULY 1, 2006 THROUGH JUNE 30, 2008

**DELIVERY REQUIREMENTS:** ROUTINE ITEMS DELIVERY WITHIN 72 HOURS ARO

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE  
SPECIFIED.

**INVOICE AND DELIVERY TO:** AS SPECIFIED ON AGENCY PURCHASE ORDER

**CONTRACT AWARDS TO:**

Fisher Scientific  
2000 Park Street  
Pittsburg, PA 15275

VWR International  
Arne Brandon  
1050 Satellite Blvd. 30024  
Suwannee, GA 30024

OraSure Technologies  
150 Webster Street  
Bethlehem, PA 18015

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**MULTI-STATE LABORATORY SUPPLY AND  
HOMELAND EQUIPMENT LABORATORY  
PRODUCTS CONTRACT (HELP)**

**STATE CONTRACT NUMBER: SP-04-0430**

**AMENDED CONTRACT AWARD**

**AMENDED PRICING EFFECTIVE 01/01/2006 FROM  
FISHER SCIENTIFIC AND VWR INTERNATIONAL**

**LEAD AND ADMINISTRATIVE STATE:**

**ARKANSAS**

**OFFICE OF STATE PROCUREMENT**

ADDITIONAL CONTRACT TERMS AND CONDITIONS

ALL PREVIOUS TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN EXCEPT WHERE EXCEPTIONS WERE NOTED AND ACCEPTED BY THE VENDORS AND THE STATE OF ARKANSAS AND EVALUATION COMMITTEE.

The State of Arkansas, Office of State Procurement, in a multi-state purchasing agreement with NASPO, (National Association of State Purchasing Officials) has awarded the contract for the purchase of various brand name laboratory supplies and homeland equipment and laboratory products. For convenience, the contract will be referred to as the "HELP" contract for future reference. **Effective July 1, 2006 this contract is being extended through June 30, 2008.**

Copies of the **Participating Addendum** (to be executed between interested States and the contractor(s), a **Facility Membership Application** and a copy of the **Contract Award** are attached for your review. Additional information relating to this contract may be obtained by viewing the Arkansas Office of State Procurement's website.

[www.state.ar.us/dfa/purchasing/index.html](http://www.state.ar.us/dfa/purchasing/index.html)

All revisions or updates will be placed on this website for notification purposes.

A state should execute a "**Participating Addendum**" with the Contractors (the completion of this document will usually be at the Participating State's Procurement Office.) Also available for downloading is a copy of the "**Facility Membership Application**" (to be completed by the using agencies and political subdivisions/local governments. Please submit a copy of these documents within five (5) days of signing to the Arkansas Office of State Procurement to the attention of Rebecca O'Neal.

E-MAIL: [rebecca.oneal@dfa.state.ar.us](mailto:rebecca.oneal@dfa.state.ar.us)

**Participation by any state, regardless of geographic location, or specific NASPO region, is permitted at any time during the term of the contract and upon any contract extensions by executing a "Participating Addendum" with the Contractors and submitting a copy to the Arkansas Office of State Procurement.**

Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the "HELP" Contract to be added to the current participants list and access contract prices throughout the term of the contract. The Arkansas Office of State Procurement reserves the right to add and delete other members, state and political subdivision facilities during the term of this contract.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and contract. The laws of the each participating state shall govern for purchases made within the jurisdiction of each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at the Arkansas Office of State Procurement website noted above.

**LEAD AND ADMINISTRATIVE STATE:**

The Arkansas Office of State Procurement was the issuing state for this procurement and has been designated as the lead and administrative state for the contract administration. All differences in interpretation in contract terms, conditions, disputes, or administrative duties associated with this contract should be directed to:

STATE OF ARKANSAS  
OFFICE OF STATE PROCUREMENT  
PO BOX 2940  
1509 WEST 7<sup>TH</sup> STREET, 3<sup>RD</sup> FLOOR  
LITTLE ROCK, AR 72203

**ATTENTION:**  
Rebecca O'Neal  
Office of State Procurement  
PHONE: (501) 324-9314  
FAX: (501) 324-9311

**AWARDED VENDORS:**

Fisher Scientific – Shipping charges apply for orders under \$50.00

VWR International – No charge for shipping

**OraSure Technology (limited categories, (primarily rapid on-site H.I.V. testing) Please contact the vendor for shipping charges. This product is temperature sensitive and may require special handling.**

Special handling and delivery charges may be incurred by the ordering facility for hazardous materials.

Specific detailed ordering instructions with complete addresses including e-mail, fax numbers and contact individuals are listed as an attachment to this contract award.

**TYPE AND TERM OF CONTRACT:**

The contract was awarded to multiple vendors in multiple categories. The initial term of the contract is July 1, 2004 through June 30, 2006 with an option to renew by mutual agreement for two (2) additional two (2) year periods for a consecutive total of six (6) years. **The contract award to Fisher Scientific, VWR International and OraSure Technologies has been extended until June 30, 2008. No price increases will be allowed until the dates indicated below:**

**Fisher Scientific may request a price increase in July 2006.**

**VWR International may request a price increase in January 2007.**

**OraSure Technologies may request a price increase in January 2007.**

Fisher Scientific and VWR International have **decreased** contract pricing on many items effective January 1, 2006.

**To access the current contract pricing, the facility must set up an account with the vendors.**

Items on the contract will be listed in each vendor's database. When a user logs on with their unique account number (assigned by the vendors) the item requested will default to the "HELP" contract pricing.

Establishing an account with the vendors **does not** obligate the facility to use this contract or to place orders with the contract vendors.

**INTERNET ADDRESSES OF CONTRACT VENDORS:**

[www.fishersci.com](http://www.fishersci.com)  
[www.vwr.com](http://www.vwr.com)  
[www.orasure.com](http://www.orasure.com)

Price increases will be allowed annually and must be calculated from the published price list and held firm for a period of twelve (12) months from date of contract price increase. Contractors must notify the Arkansas Office of State Procurement of any intended price increases at least thirty (30) days before the price renewal becomes effective. The Arkansas Office of State Procurement reserves the right to accept or reject any price increases proposed and may elect to not renew a Contractor's portion of the contract in the event the prices proposed are not acceptable to the Arkansas Office of State Procurement.

All discounts offered will remain firm or higher during the term of the contract. Fee increases may only be negotiated with the Arkansas Office of State Procurement. Price reductions announced by a manufacturer are to be applied at the time of the announcement for the products that have not been delivered to the purchasing entities.

**DELIVERY OF PRODUCTS:**

Delivery of routine consumable items is required within 72 hours after receipt of order.

Financial obligations of participating states are limited to the order placed by the department or other state agencies and institutions having available funds. Participating states incur no financial obligations on behalf of political subdivisions.

Although the successful Contractors shall be deemed "primary" for the products covered by the contract, the contract shall not be deemed "exclusive." The Arkansas Office of State Procurement and all participating states reserve the right to purchase similar products from other Contractors at the discretion of each participating State.

The Contractors must continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to participating state facilities. The Contractors shall report to the Arkansas Office of State Procurement any price reduction or discount, or other more favorable terms, offered to any participating state or ordering facility, and the awarded Contractors must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the contract.

New items may be included as they become available during the term of the contract.

**QUARTERLY REPORTS:** Every three (3) months the Contractor will furnish quarterly reports to the Arkansas Office of State Procurement indicating procurement activity for the State of Arkansas and also a breakdown of purchasing activity by all participating States and their purchasing entities. These reports will include, at a minimum, a listing of all terms purchased during the quarter, the item number and description, the unit list prices, unit net prices after discount and the total dollar amount procured by each purchasing entity. The Contractor's quarterly report shall include the names of the accounts with complete addresses noted and corresponding account numbers. Contractor may be required to establish and maintain a relational database or other sales tracking system from which to generate quarterly reports to the Arkansas Office of State Procurement electronically.

The Contractors will provide the reports and administrative fee promptly within thirty (30) days following the end of each quarter. Failure to do so may result in breach of contract and may be cause for cancellation of contract for default.

Quarterly reports are to be sent to the following:

Rebecca O'Neal  
Arkansas Office of State Procurement  
PO Box 2940  
Little Rock, AR 72203-2940

**ADMINISTRATIVE FEES:**

Administrative Service Fee of 0.1% of total sales for the previous quarter to the following:

NASPO  
Arkansas Multi-State Laboratory Supply Contract  
P.O. Box 1058  
Lexington, KY 40588-1058

**THE ADMINISTRATIVE FEE MUST BE SUBMITTED AND PAID WITHIN 30 DAYS AFTER THE END OF EACH QUARTER.**

**NOTE:** Failure of the contractors to submit quarterly usage reports to the Arkansas Office of State Procurement, and/or failure to remit administrative fee to the "NASPO Cooperative Purchasing Venture Revolving Fund" on a quarterly basis may be considered contract default. Failure to submit remittance of either article with 30 days after the end of a quarter may be cause for contract cancellation by the Arkansas Office of State Procurement.

The Contractor shall pay the administration fee in accordance with the Terms and Conditions of this contract. The NASPO Policy Board of Directors and the NASPO Cooperative Purchasing Committee approved the administration fee. The administration fee is not negotiable.

Some States may require an additional fee be paid directly to the participating States on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the "**Participating Addendum**" that is made a part of the contract. All such agreements shall have no effect on the administrative fees or prices/discounts associated with the resulting primary contract.

In each **Participating Addendum** a State may add language establishing dollar requirements, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their individual **Participating Addendum**. This also will allow a State the flexibility of negotiating with the contractor(s) to establish an administrative fee back to that particular State. The negotiation of any administrative fees by the States will be solely up to each State and the Contractor(s).

**AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner without prior written approval of the Contract Administrator of the Arkansas Office of State Procurement.

**PUBLICITY AND ENDORSEMENT:** Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Arkansas Office of State Procurement. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractors individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this contract. The Contractors must not claim that the Arkansas Office of State Procurement, the participating states or NASPO endorses its products or services.

**VENDOR PERFORMANCE REPORTS:** If a Participating State has been unable to successful resolve a contract dispute, delivery problem or is receiving poor level of service, inferior products, out-of-date products, or has dissatisfaction with the Customer Service aspect of one of the Contract vendors, the Participating State should complete a Vendor Performance Report "VPR". This VPR is included on the Office of State Procurement's website and must be submitted to the Arkansas Office of State Procurement for information and necessary action. This office will closely monitor the performance of the Contractors and their ability to fulfill their contractual obligations under this contract.

A copy of a "**Vendor Performance Report**" (VPR) is attached to report exceptional performance, or to notify the Arkansas Office of State Procurement of problems your State may be having with a Contractor.

A copy of the "**Participating Addendum**" is attached to complete if your State desires to enter into this multi state cooperative purchasing agreement.

A copy of the "**Facility Membership Application**" is attached for completion by ordering facilities, local government and/or political subdivisions.

**ORDERING INSTRUCTIONS**

<b><u>COMPANY NAME:</u></b>	FISHER SCIENTIFIC CO. L.L.C. 9999 VETERANS MEMORIAL DRIVE HOUSTON, TX 77038
<b><u>PHONE:</u></b>	1-800-766-7000
<b><u>ORDERING FAX:</u></b>	1-800-926-1166
<b><u>INTERNET ADDRESS:</u></b>	www/fishersci.com
<b><u>FEDERAL I.D. NUMBER:</u></b>	23-2942737
<b><u>ACCOUNTS PAYABLE ADDRESS:</u></b>	Fisher Scientific Company P.O. Box CH10119 Palatine, IL 60055-0119

**NOTE:** For future reference agencies may want to record their unique account number below. Fisher Scientific will establish an account with your facility so you may begin placing orders immediately.

**FISHER ACCOUNT NUMBER FOR MY FACILITY:** \_\_\_\_\_

**FISHER ACCOUNT REPRESENTATIVE'S NAME AND NUMBER:**

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**COMMENTS:** \_\_\_\_\_  
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**ORDERING INSTRUCTIONS**

<b><u>COMPANY NAME:</u></b>	VWR INTERNATIONAL 1050 SATELLITE BLVD. SUWANEE, GA 30024
<b><u>PHONE:</u></b>	1-770-495-4000 1-800-932-5000
<b><u>ORDERING FAX:</u></b>	1-770-232-9881
<b><u>INTERNET ADDRESS:</u></b>	VWRI.COM
<b><u>FEDERAL I.D. NUMBER:</u></b>	91-1319190
<b><u>ACCOUNTS PAYABLE ADDRESS:</u></b>	VWRI P O BOX 259 BRIDGEPORT, NJ 08014

**NOTE:** For future reference agencies may want to record their unique account number below. VWR will establish an account with your facility so you may begin placing orders immediately

**VWR ACCOUNT NUMBER FOR MY FACILITY:** \_\_\_\_\_

**VWR ACCOUNT REPRESENTATIVE'S NAME AND NUMBER:**

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**COMMENTS:** \_\_\_\_\_  
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**ORDERING INSTRUCTIONS**

OraSure Technologies has been awarded the OraQuick ADVANCE HIV-1/2 test. The products the company was awarded are for single use, point of care, Rapid HIV Test Kits, FDA approved, CLIA waived with 20-40 minute test results. For use with blood or saliva fluids. See attached letter detailing the products and prices.

<b><u>COMPANY NAME:</u></b>	ORASURE TECHNOLOGIES 150 WEBSTER STREET BETHLEHAM, PA 18015
<b><u>PHONE:</u></b>	1-800-869-3538 1-770-495-5000
<b><u>ORDERING FAX:</u></b>	1-610-882-3572
<b><u>INTERNET ADDRESS:</u></b>	<a href="http://www.orasure.com">http://www.orasure.com</a>
<b><u>FEDERAL I.D. NUMBER:</u></b>	36-4370966
<b><u>ACCOUNTS PAYABLE ADDRESS:</u></b>	Dept. #269701, P.O. Box 67000 Detroit, MI 48267-2697

**NOTE:** For future reference agencies may want to record their unique account number below. OraSure Technologies will establish an account with your facility so you may begin placing orders immediately.

ORASURE ACCOUNT NUMBER FOR MY FACILITY: \_\_\_\_\_

ORASURE ACCOUNT REPRESENTATIVE AND ADDITIONAL INFORMATION FOR IN-SERVICE TRAINING OF RAPID HIV TESTING:

Kaylee Barker kbarker@orasure.com

Voice Mail: 1-800-869-3538 Ext.3262 or cell: 610-597-5688

**SEE NEXT PAGE FOR ORASURE'S PRICING DETAIL AND ORDERING SHEET**

COMMENTS: \_\_\_\_\_  
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## **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:** Quote F.O.B. destination. Bid 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 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 Contracts:** 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 Contracts:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The 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 there under 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 there under 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.