

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

INVITATION FOR BID

REFERENCE TRACKING NO: **SP-10-0036**
COMMODITY: Perfect Bound Books
AGENCY: University of Arkansas Cooperative Extension Service
BID OPENING DATE: September 1, 2009
BID OPENING TIME: 2:00 P.M. CST/CDT
TYPE OF BID: FIRM

BUYER: Janet Quattlebaum
TELEPHONE: 501-324-9319

BID MAY NOT BE FAXED

THIS IS A FORMAL SEALED BID; FAXED BIDS CANNOT BE ACCEPTED. BIDS WILL BE ACCEPTED BY THE OFFICE OF STATE PROCUREMENT UNTIL THE DATE AND TIME SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE STATE PROCUREMENT REFERENCED TRACKING NUMBER, DATE AND HOUR OF BID OPENING AND THE BIDDERS RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS".

Company Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Telephone Number _____ Fax Number _____

E-Mail Address: _____

Federal Tax ID#: _____

Signature: _____ Date: _____

SIGNATURE IS NECESSARY OR BID WILL BE REJECTED

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DELIVERY NOTICE: We strongly recommend that you not send bid documents by priority or certified United State Postal Service (USPS) mail. The Office of State Procurement can not be responsible for delivery by the USPS. The Post Office does NOT deliver mail directly to our offices. Only UPS, FedEx, or similar delivery service will deliver to our offices if the street address is used. They will not deliver to a PO Box. We regret any inconvenience this may cause.

BID OPENING LOCATION:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

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 at the Offices of State Procurement 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.

MINORITY BUSINESS POLICY: Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

Arkansas Economic Development Commission certification #: _____

CURRENCY: All bids and proposals pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language.

ADDENDUMS: Bidders are cautioned to ensure they have received or obtained and responded to any and all amendments to the bid prior to submission.

ALTERATION OF ORIGINAL RFQ/RFP DOCUMENTS: The original written or electronic language of the RFQ/RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an offeror from taking exception (s) to these documents, but does clarify that the offeror cannot change the original documents written or electronic language. If the offeror wishes to make exception (s) to any of the original language, it must be submitted by the offeror in separate written or electronic language in a manner that clearly explains the exception (s). If the offerors contract submittal is discovered to contain alterations/changes to the original written or electronic documents, the offerors response may be declared as non responsible and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to this RFP. In signing and submitting its proposal, a vendor 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 RFP, shall be grounds for rejecting a proposal.

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SCOPE: The intent of this Invitation for Bid is to establish a FIRM Contract to provide for the printing of "MP-144 Insecticide Recommendations for Arkansas", "MP-154 Arkansas Plant Disease Control Guide" and "MP-44 Weed and Brush Control" for University of Arkansas Cooperative Extension Service located in Little Rock, Arkansas.

AWARDING INSTRUCTIONS: This Invitation for Bid shall be awarded to the lowest responsible, responsive bidder by Grand Total. Consideration will be given only to those who bid all items.

PRICING: Limit your unit price to no more than **two decimal places**. Bids stated otherwise will be rounded off to nearest cent.

The total bid price shall include all materials and operations necessary for the production of items specified including but not limited to: all prepress production costs from furnished disk art, paper stock, printing, proofs, binding (perfect bound), packaging, quality assurance, and Inside Delivery FOB Destination, Freight Paid.

Note: Bidder must bid Recycled for the Cover. Bidders may bid virgin or recycled paper stock for the text. A 10% percent preference will be applied for recycled paper stock. To receive preference, recycled paper must be bid for cover and text.

Item	Description	Quantity	Unit Price Per Thou	Extended Amount
MP-144	11" x 8 1/2" "Insecticide Recommendations for Arkansas"	7,500	\$_____/M	\$_____
MP-154	11" x 8 1/2" "Arkansas Plant Disease Control Guide"	4,000	\$_____/M	\$_____
MP-44	11" x 8 1/2" "Weed and Brush Control Book"	11,000	\$_____/M	\$_____

Brand of Recycled Stock Bid for Cover: _____
Brand of Stock Bid for Text: _____ Recycled _____ Virgin _____

Brand of Soy Ink Bid: _____

DELIVERY (FOB Destination, freight paid – Normal Inside Delivery) is requested January 4, 2010 contingent upon vendor receiving production material no later than November 20, 2009. For each working day agency is late with delivery of the production materials, vendor will be allowed one additional working day to complete delivery of item(s).

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

Note: The University of Arkansas Cooperative Extension Service will be closed and delivery cannot be made between December 24, 2009 and January 3, 2010.

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FOB DELIVERY LOCATION:

University of Arkansas
Cooperative Extension Service
2301 South University Avenue
Little Rock, AR 72204-4940

Contact Mary Hightower at 501-671-2126 or Jo Ann Fish at 501-671-2296 to schedule delivery of items and access into the building.

Note: A loading dock exists at the warehouse facility close to the print shop. Full pallets may be brought into building. The facility will accommodate a vehicle as large as a semi-truck. Trucking firm will be responsible for the equipment necessary to unload the shipment inside the designated location.

ITEM SPECIFICATIONS

QUALITY: Items provided under the scope of this Request for Quotation shall be of EXCELLENT quality for cover and GOOD quality for the text. Concise registration is required, consistent ink coverage and density is required. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejection of the printing job on a quality basis. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality. The binding operation must be of first class quality standards and provide securely bound books that will withstand normal usage.

Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, the Office of State procurement, in coordination with the using agency, will review the problems and if the specifications of the contract are not met, will assess a penalty for the inferior merchandise. If, in the option of the Office of State Procurement and the using agency, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, the Office of State Procurement will establish, in writing, a new delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty as specified in the contract.

SIZE: 11" W x 8 ½" H.

Note: Page size of books may vary approximately 1/8" on each dimension to accommodate a web press.

NUMBER OF PAGES: Item #1 (MP-144) 200 pages, Item #2 (MP-154) 64 pages and Item #3 (MP-44) 200 pages excluding cover on all three (3) items.

PAPER STOCK: COVER: Recycled 80# uncoated cover weight in the following colors with a smooth finish. Examples: Smart Solutions or approved alternate.

MP144 – Thai Gold (green gold)
MP154 – Blue Ice (Light Blue)
MP44 – Pepper (white/gray flecks)

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TEXT: (All items) 60# uncoated offset text weight, white, smooth finish. Minimum acceptable brightness of 90. Examples: Recycled: Williamsburg or approved alternate. Virgin: Spectrum Offset or approved alternate.

"Recycled paper," as it applies to **coated stock**, shall mean any paper that contains not less than 10 percent (10%) postconsumer material by fiber weight; as it applies to **uncoated stock**, it shall mean any paper that contains not less than 20 percent (20%) post-consumer material by fiber weight.

NOTE: STATE BRAND OF STOCK BID FOR COVER AND TEXT ON PAGE 4.

INK: Black Ink.

Note: Soybean Oil based ink is required.

NOTE: STATE BRAND OF SOYBEAN OIL INK BID ON PAGE 4

PRODUCTION MATERIALS: Artwork for cover will be provided in Quark on a CD produced from a MAC as well as PDF files or uploaded to the vendor's FTP site.

Using agency CD, the contractor is responsible for output to film and to provide all required stripping, flattening and plates for production of catalogs. Vendor should be able to go direct to film.

Contractor is required to inspect and make a determination as to the usability of all agency provided production materials, including diskettes after receipt from agency. Problems encountered with materials must be reported immediately to the agency and the Office of State Procurement. If the contractor fails to comply with this requirement, the State may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving agency provided production materials.

PRESSWORK:

Item #1: Cover prints in black ink on two (2) sides. No bleeds on cover. Text pages will print two (2) sides in black ink with bleed to one (1) edge.

Item #2: Cover prints two (2) sides in black ink. No bleeds on cover. Text pages print in black ink on two (2) sides with no bleeds.

Item #3: Cover and text prints two (2) sides using black ink. Outside cover will bleed on three (3) edges. Text pages will bleed on one (1) edge.

Copy for all three (3) items print head to foot. All items will print horizontally on 11" wide page, binding at top so the pages flip upward.

PROOFS: Agency requires a full color digital proof of cover prior to printing along with an assembled blue-line proof for agency to check pagination of both cover and text.

When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy along side each correction.

Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the contract holder in order to calculate the final delivery date of the finished product. The time proofs are out of contract holder's plant will not count against production time.

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All corrections must be made in blue, non-reproducing pencil.

Send proofs to:

University of Arkansas Cooperative Extension
Attn: Mary Hightower
2301 S. University Avenue
P.O. Box 391
Little Rock, AR 72203
Phone: 501-671-2000

AUTHOR'S ALTERATIONS: Charge for author's alterations on proof, per line \$3.00, not to exceed \$30.00 per page.

TRIMMING/BINDING: All items bind along the top at the 11" dimension using perfect bound binding so the pages flip upward. Trimming must be flush, square and without tears or damage.

PER SIGNATURE RATE: The number of text pages is estimated (+ or -) as follow: Item #1 (MP-144) 242 pages, Item #2 (MP-154) 64 pages and Item #3 (MP-44) 200 pages excluding cover on all three (3) books. Bidders are required to provide pricing for 4 and 8 page signatures which will reflect the addition/deletion of signatures if the number of pages varies from the estimate. These rates shall not enter into the determination of the lowest responsible bidder. However, bidders are advised that costs which are not logical progression of the price bid, or which exceeds "fair market value" as determined by a comparison of other prices obtained will constitute a violation for condition of award and will result in rejection of the bid. Vendor will be required to deduct or add to the invoice if the number of pages varies.

Cost per each 4 and 8 page Signatures

ITEM #1

+ 4 Pages \$ _____	- 4 Pages \$ _____
+ 8 Pages \$ _____	- 8 Pages \$ _____

ITEM #2

+ 4 Pages \$ _____	- 4 Pages \$ _____
+ 8 Pages \$ _____	- 8 Pages \$ _____

ITEM #3

+ 4 Pages \$ _____	- 4 Pages \$ _____
+ 8 Pages \$ _____	- 8 Pages \$ _____

Note: No charge for blank pages.

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OVERRUN/UNDERRUN: A 5% overrun will be authorized on Item #1 and Item #3. An 8% overrun will be authorized on Item #2. Overruns will be billed at 80% of the unit contract price. No underruns will be authorized.

PACKAGING: Items are to be placed in cartons in a manner to avoid any type of defect that might detract from the print quality of the items, and bulk packed in sturdy cardboard cartons in such a way to prevent damaging during shipping, handling and storing. Each carton shall not exceed 40 lbs. in weight. Each carton shall be labeled with the name of the item and the quantity contained in each carton as described below.

Item #1 – MP-144 "Insecticide Recommendations for Arkansas"

Item #2 – MP-154 "Arkansas Plant Disease Control Guide"

Item #3 – MP-44 "Weed and Brush Control Book"

GENERAL TERMS & CONDITIONS

BRAND NAME: Brand names are used for purposes of quality identification only. Where the term "or approved alternate" is used, comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Competitive Grade Finder", published by Grade Finders, Inc. In the event a paper is bid which is not listed in the "The Competitive Grade Finder", it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified in the contract.

SUBSTITUTION OF BRAND: Any substitutions of brand under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Brand substitutes must be in the same or higher GRADE with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

PROPERTY OF THE STATE: All dies, electroplates, cuts, negatives and positives, engravings, artwork, furnished disk art or any other commodities used in the production of work under this contract are the property of the state and shall be delivered upon request to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor. Failure to comply with any part of this stipulation may result in delay of payment.

MISCELLANEOUS CHARGES/ALLOWANCES: Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Purchasing. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the Office of State Purchasing. However, any additional costs incurred after contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

LIQUIDATED DAMAGES OR PENALTY: All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Office of State Purchasing to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State Purchasing will assess penalties for late delivery in all cases

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except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, the Office of State Purchasing of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Purchasing prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price.

SAMPLES: Contractor shall provide a minimum of three (3) samples produced under this contract. The using agency will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standard of the contract. If quality problems are evident, either a penalty for inferior merchandise will be assessed or vendor may be given the opportunity to correct the problem and could be charged a late penalty.

Send Samples to:

Janet Quattlebaum
Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, AR 72201

INVOICING: An itemized invoice addressed to the ordering entity reflecting entity's purchase order number, tracking number quantity, contract number SP-10-0036 description, and unit price is required.

PAST PERFORMANCE: In accordance with provisions of The State Procurement, 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 an offer 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 either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

FQ/RFP 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

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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.

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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 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

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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.