

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-3966

INVITATION FOR BID

Description: Printing, Flat Forms (TIMA 1 & TIMA 2 Forms)
Buyer: Kelley Kelley
Telephone: 501-371-6070
Fax: 501-324-9311
Agency: Department of Finance & Administration – Revenue, Little Rock, AR

Bid Number: **SP-08-0320**
Bid Opening Date: May 16, 2008
Bid Opening Time: 1:30 P.M., C.D.T
APR Number: 100411783

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

COMPANY NAME

FEDERAL ID OR SOCIAL SECURITY NUMBER

ADDRESS

CITY / STATE / ZIP

CONTACT NAME

TELEPHONE NUMBER

FACSIMILE NUMBER

EMAIL ADDRESS

SIGNATURE

DATE

USE INK ONLY - UNSIGNED BIDS WILL NOT BE CONSIDERED

Any questions concerning this RFQ please make reference to the tracking number SP-08-0320

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, DHL 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.

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 Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

BID OPENING LOCATION

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-3966

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.

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.

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.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder'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.state.ar.us or as a hard copy accompanying the bid 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 of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

AWARDING INSTRUCTIONS

This Invitation for Bid will be awarded to the lowest responsible, responsive bidder based on GRAND TOTAL of both items. A ten percent (10%) recycled paper preference will be applied to total bid price for approved recycled brands of paper stock.

RECYCLED PAPER DEFINITION

"Recycled paper," as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post-consumer 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.

ANTICIPATION TO AWARD

After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website (www.arkansas.gov/dfa/purchasing/) and/or the legal section of a newspaper of statewide circulation. 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 this policy, the Anticipation to Award, when it is in the best interests of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/dfa/procurement/pro_intent.php

BIDDING INSTRUCTIONS

Bidders are requested to provide complete pricing information for each item. Indicate the unit price per thousand (M) inclusive of all material, production and transportation costs. Multiply the unit price per (M) by the quantity to determine the total bid price. A 10% preference to the total bid will be applied for the use of an approved recycled paper stock.

SCOPE

This Invitation to Bid is issued for the purpose of establishing a term contract for the Revenue Division of the Department of Finance & Administration, Office of Motor Vehicles, for two (2) different forms. The TIMA 1 (Dealer Title Reassignment) is a single part form. The TIMA 2 (Power of Attorney) is a 3-part carbonless form.

The National Highway Traffic Safety Administration (NHSTA) provided guidelines for the implementation of Public Laws 99-579 and 100-561 (Truth in Mileage Act of 1986 and the Pipeline Safety Reauthorization Act of 1988). These laws specify that if documents are used by the State as a method of verifying compliance with these laws, they must be issued by the State and in accordance with NHSTA guidelines.

This Invitation for Bid is issued for the purpose of establishing a term contract for the exclusive manufacturer and distribution of these forms in Arkansas.

Note "Special Packaging" requirements within specifications.

Item	Description	Quantity	Unit Price Per Thousand	Extension
1	TIMA 1 - 7"x 8" single part form	500,000	\$_____/M	\$_____
	Brand _____	Virgin or Recycled? _____		
2	TIMA 2 - 8-1/2"x11-1/2" 3-part form	375,000	\$_____/M	\$_____
	Brand _____	Virgin or Recycled? _____		
Grand Total				\$_____

BRAND OF SOY INK USED: _____

SPECIAL DELIVERY INSTRUCTIONS

Under the revised Federal Odometer Disclosure Rules released in 1991 by the National Highway Traffic Safety Administration it is mandatory for all of the approximately twenty five hundred (2,500) automobile dealerships in Arkansas to use the Dealer Title Reassignment (TIMA 1) and the Power of Attorney (TIMA 2) forms specified in this bid.

Of considerable importance is the manner in which the vendor will make distribution of these forms to the dealerships. Since these forms must be readily available to each dealer, it is important that the vendor select a method of distribution that is both quick and efficient.

Bidders MUST indicate how deliveries will be made State wide. Each vendor will be required to provide a schedule specifying the amount of time, under normal circumstances, that will be needed to fill orders from date of receipt and a description of the method of delivery to be used. This information MUST accompany the vendors bid.

NOTE: Successful vendor will be required to produce and store sufficient quantities of the two (2) forms to meet demand from the various state wide dealers and be available for distribution by the successful vendor/dealer network within thirty days after receipt of contract award.

INVOICES: Invoicing by the vendor will be made to the ordering entity or dealer.

AGENCY CONTACTS: Gail Archer – (501) 324-9068

STATE PROCUREMENT CONTACT: Kelley Kelley – (501) 371-6070

CONTRACT TYPE: Term

CONTRACT PERIOD: The term of this contract will be for 1 year from date of award.

EXTENSION CLAUSE

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of two (2) times for the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of this contract if an extension is requested. All prices will remain firm for any period agreed upon for extension.

STORAGE AND SECURITY

The successful vendor will be responsible for storage and security of the forms, plates and negatives developed in response to this IFB. Of specific interest are procedures which limit access to and insure the integrity of the forms during production, storage, and transmittal through the

network for distribution to the dealers. The successful vendor may be required to permit on-site inspection of the storage facilities by a member of the Revenue Division staff.

PRICING INFORMATION

The unit price quoted shall be the maximum retail price to be paid by the forms users (automobile dealers). The price shall include the contractor's cost for: all preparatory forms work; all materials; all production costs including the setting of composition, proofs, and printing; all labor and delivery costs FOB origin. No price escalation is authorized in this contract. The established selling price must remain firm for the duration of this contract. Nothing shall preclude the successful vendor from selling the TIMA 1 and 2 forms at a reduced price to approved retail providers as a part of the bidder's form distribution system.

QUANTITIES

The quantities stated for each item are estimates covering annual total usage. Contractor must furnish the quantity requisitioned whether more or less than the estimate as the State of Arkansas may elect. Estimated quantities are based where possible upon buying practices during the previous contract period.

MINIMUM ORDERS

Minimum order quantities by dealers and other ordering entities is 1,000 forms which is the standard carton pack.

ORDERING PROCEDURE

The ordering agency will place purchase orders against this term contract directly to the contractor, following minimum order guidelines.

QUALITY

Items provided under the Scope of this Invitation for Bid will be of excellent quality. Very good registration and ink consistency is required.

ITEM SPECIFICATIONS

SIZE

TIMA 1 form (single part form) 7" X 8".

TIMA 2 form (3-part carbonless form) 8 1/2" X 11 1/2".

STOCK

TIMA 1, white, 24 Lb., safety paper, virgin or recycled
(State brand bid on page 4)

TIMA 2, 3-part Carbonless form
(State brand bid on page 4)

1st ply - 20 Lb., white CB Snap apart at the top.
2nd ply - 17 Lb., white CFB
3rd ply - 15 Lb., yellow/canary CF

SAFETY FEATURES

The Dealer Title Reassignment, TIMA 1, Form is to be printed on white 24 Lb., bond erasure sensitive safety stock which has been chemically treated to detect use of ink eradicators. A PMS color will be used to print a panograph containing a VOID feature across the entire face to prevent photocopying.

The Power of Attorney, TIMA 2, Form will use a PMS color to print a pantograph containing a VOID feature across the entire face of the 1st and 2nd plys to prevent photocopying.

NOTE:

The Office of State Procurement or the Office of Motor Vehicles may request and test either form to see if the safety features meet compliance any time during the contract period.

NUMBERING

Each form will be consecutively numbered in the upper right corner in red ink with a six digit control number 3/16" in height, the agency will furnish the ending number from the previous vendor for both forms. Plys #1 & #2 of the Power of Attorney, TIMA 2, Form shall contain the same control number. This form may be crash imprint numbered.

NOTE: Successful bidder must contact Gail Archer at 501-324-9068 to obtain beginning number for forms and for actual copies of both forms before printing initial order.

INK

Black and PMS 347 Green for TIMA 1
Black and PMS 483 Brown for TIMA 2
Red for numbering on both forms

"Soybean oil based ink is required for this Job". State brand of soybean ink bid on page 4

OVERRUNS/UNDERRUNS

A 2% overrun/underrun will be authorized. Overruns will be priced at 80% of the unit contract price. Underruns will be priced at the full unit contract price and subtracted from the total bid price.

PRESSWORK

Both forms print one side; no bleeds. TIMA 2 Form will be of snap-out construction and plys 1 & 2 (originals) will print 95 percent coverage with a pantograph.

Successful vendor must submit samples of pantographs (both forms) to Revenue Office for testing and approval before production of forms.

COMPOSITION

Vendor totally responsible for composition of both forms. Both forms must be produced using "forgery preventative features" and will be numbered.

PROOFS

Proofs are required prior to production of the forms.

SPECIAL PACKAGING

Forms shall be packaged (polywrapped 1,000 forms per package) and cartoned so as to protect them from damage during shipment, handling and storage.

SAMPLES

Samples and Demonstrations, when requested, must be furnished free of expense to the State. Each sample should be marked with the vendors name and address. Should testing of sample be necessary, the cost of the sample used and any reasonable cost for testing shall be borne by the vendor.

GENERAL TERMS

Property of State: All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in production of work under this contract and paid for by the state shall be delivered to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor.

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 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 or \$500 whichever is smaller.

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 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.