



State of Arkansas
ARKANSAS DEPARTMENT OF HEALTH
4815 West Markham
Little Rock, Arkansas 72205

COMPETITIVE BID (CB)
Bid Solicitation Document

SOLICITATION INFORMATION			
Bid Number:	DH-19-0009	Bid Issued:	September 26, 2018
Description:	Sponsorship For Student Wellness Advocacy Group		
Agency:	Arkansas Department of Health – School Health Services		

SUBMISSION DEADLINE FOR RESPONSE	
Response Due Date/Time:	October 12, 2018 2pm Central Time
Submissions shall not be accepted after the due date and time. It is the responsibility of the applicant to submit responses at the designated location on or before the application due date and time. Responses received after the designated application due date and time shall be considered late and shall be returned without further consideration.	

SUBMISSION OF RESPONSE DOCUMENTS	
Delivery Method:	Applications must be submitted electronically to the issuing officer's email address shown below.

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Nichole Brewer	Phone Number:	501-280-4631
Email Address:	Nichole.Brewer@arkansas.gov	Fax Number:	501-280-4474

Instructions:

- Bids should be submitted by the time and date specified above.
- Only emailed bids will be accepted and may emailed to the above email address.
- The Prospective Contractor should complete all pages of the response packet.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This competitive bid is issued by the Arkansas Department of Arkansas (ADH) for sponsorship to establish local Student Wellness Advocacy Group (SWAG) Chapters in schools and organizations throughout the State of Arkansas.

1.2 BID FORMAT

Any statement in this document that contains the word “**will**,” “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the bid to be rejected.

1.3 TYPE OF CONTRACT

- A. As a result of this CB, ADH intends to issue multiple awards.
- B. Any resulting contract will be a one (1) year FIRM purchase with no additional options to renew.

1.4 FUNDING

- A. Maximum amount of funding is \$2,000 per SWAG Chapter.
- B. Funding will be available to schools and/or organizations who have applied and been selected.
- C. ADH reserves the right to determine allowable costs.

1.5 ELIGIBILITY & FUNDING REQUIREMENTS

Up to twenty-four (24) applicants will be accepted and funded.

1.6 DEFINITION OF TERMS

The issuing officer has made every effort to use industry-accepted terminology in the Competitive Bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

ADH:	Arkansas Department of Health
CB:	Competitive Bid
CSH:	Coordinated School Health
SWAG:	Student Wellness Advocacy Group

1.7 AWARD CRITERIA AND SELECTION

- A. This competitive bid **shall** be awarded to the first twenty-four (24) applicant responses received via email that meet or exceed all defined bid specifications. Responses **must** meet all terms and conditions of this Competitive Bid and the laws of the State of Arkansas.
- B. The order of receipt will be identified by the State’s email system.
- C. ADH will review each response to verify submissions requirements are met. Responses that do not meet requirements will be disqualified.
- D. In the event that a response is disqualified, ADH will review the next consecutive response.

1.8 ACCEPTANCE OF REQUIREMENTS

- A. Prospective contractor **must** unconditionally accept all requirements in this CB to be considered responsive.
- B. Prospective contractor’s response **will** be disqualified if taking exceptions to any requirements in this CB.

1.9 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to:

Arkansas Department of Health
Attn: Shannon Borchert
4815 West Markham St, Slot # 63
Little Rock, AR 72205

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADH. Purchase Order Number and/or Contract Number should be referenced on each invoice.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 PARTICIPATION REQUIREMENTS

Organizations described below are eligible to apply to become a funded Student Wellness Advocacy Group (SWAG) Chapter. Eligible applicants must complete the 2017-2018 Arkansas Comprehensive School Improvement Plan (ACSIP) and include the plan in the application packet (ACSIP can be found on the school website, in Indistar, school board meeting minutes, or you may contact your administration office). Those eligible to apply to become an Arkansas Department of Health, School Health Services Student Wellness Advocacy Group (SWAG) are:

- Any non-profit, junior high or high school (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).
- Any non-profit, charter junior high or high school (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).
- Any non-profit, juvenile detention facility (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).

Note: Juvenile detention facilities are exempt from including the ACSIP, but are encouraged to provide documentation showing health and wellness goals for the facility, staff, and students.

Additionally, to be eligible, the applicant must provide a completed W-9 for the fiduciary agent and have an adult willing to serve as an advisor for the group. The advisor will participate in all SWAG meetings, activities, and projects for up to a \$500 stipend, as outlined in following paragraph.

2.2 Requirements & Responsibilities

In his or her role as a SWAG Chapter Advisor, the individual agrees to be the primary adult liaison of the SWAG Chapter at the school or organization, and to perform all necessary duties normally associated with that position, including, but not limited to, the following:

- Recruit at least five (5) youth to participate regularly in a local SWAG Chapter at the school or youth organization.
- Attend six (6) SWAG online statewide meetings during the current project period with student members of the SWAG Chapter.
- Attend four (4) PPYC online statewide meetings during the current project period with student members of the SWAG Chapter.
- Facilitate at least one (1) SWAG Chapter meeting with student members each month during the current project period.
- Obtain approval through the school or governing body to establish a recognized SWAG student organization.
- Submit a bi-monthly electronic activity report of the SWAG Chapter to the SWAG Statewide Coordinator (template will be provided).
- Submit success stories when applicable.
- With the technical assistance of the SWAG Statewide Coordinator, host minimum of two activities and one advocacy project during the project period (activities must be approved by SWAG Statewide Coordinator).
- Attend and advise all of the SWAG Chapter activities and meetings.
- Travel with the SWAG Chapter to activities and meetings for which travel is necessary or appropriate.
- **Attend all training seminars and/or webinars required for SWAG advisors.**
- Use his or her best efforts to promote and maintain the success and reputation of SWAG. Set, promote, and enforce the highest standards of leadership, ethical behavior, and citizenship.

2.3 SUPPLIES AND MATERIALS

For the 2018-19 project period, the Statewide SWAG will provide up to **\$1,500.00** to each funded SWAG Chapter to purchase the necessary supplies and materials required to perform the duties set forth above. The SWAG Advisor is expected to make such supplies and materials available to students of the SWAG Chapter.

2.4 TERMINATION OF SWAG ADVISOR DUTIES

The SWAG Advisor may relinquish his or her SWAG Advisor duties prior to the end of the current project period by providing written notice to the Statewide SWAG Coordinator. Termination voluntary or involuntary, prior to the end of the project period denotes the SWAG advisor will not be eligible for any stipend funds not already received.

2.5 Required Background Check

Prior to serving as a SWAG Advisor, the individual must complete and pass Arkansas State, FBI, and Child Maltreatment Central Registry background check. Status of the background check will be verified by the school administrator's signature in the response packet.

2.6 PERFORMANCE STANDARDS

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

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Recruit at least five (5) youth to participate regularly in a local SWAG Chapter at the school or youth organization.	The local SWAG chapter includes a minimum of five (5) participating youth.	Less than 100% adherence may result in ineligibility for future sponsorships.
Attend six (6) SWAG online statewide meetings during the current project period with student members of the SWAG Chapter.	Members of the local SWAG Chapter will attend online statewide meetings, hosting by the SWAG Statewide Coordinator.	Less than 100% adherence may result in ineligibility for future sponsorships.
Attend four (4) PPYC online statewide meetings during the current project period with student members of the SWAG Chapter.	Members of the local SWAG Chapter will attend online statewide meetings, hosting by the state PPY Coordinator.	Less than 100% adherence may result in ineligibility for future sponsorships.
Submit a bi-monthly electronic activity report of the SWAG Chapter to the SWAG	Bi-monthly electronic activity reports will be submitted to the SWAG Statewide Coordinator.	Less than 100% adherence may result in ineligibility for future sponsorships.

Statewide Coordinator.		
Host a minimum of two activities and one advocacy project during the project period.	Evidence of activities and advocacy project will be reported in bi-monthly report as applicable.	Less than 100% adherence may result in ineligibility for future sponsorships.

Prospective Contractor Checklist

1. Read all pages of CB document.
2. Complete all pages of the response packet.

SECTION 3 – CONTRACTUAL INFORMATION

3.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the bid response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

3.2 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

3.3 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
 1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
 2. Contracts with a total potential value of less than \$1,000.
- C. By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

3.4 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.
- D. "Section 20-13-819 (c): "All information shall be treated in a manner consistent with all state and federal privacy requirements, including without limitation, the federal Health and Portability and Accountability Act of 1996 privacy rule, 45 C.F.R. Section 164.512(i)."

3.5 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

3.6 GOVERNOR'S EXECUTIVE ORDER 98-04

For bids over \$25,000, bidders should complete the Disclosure Forms issued with this competitive bid.

3.7 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Maintain all pertinent protected health information, as defined by the Privacy Rule promulgated pursuant to HIPAA, available for six (6) years or as otherwise required by HIPAA.

3.8 RESERVATION

This CB does not commit the State to award a contract(s) or to pay costs incurred in the preparation of a bid in response to this request.

3.9 PRIME CONTRACTOR RESPONSIBILITY

- A. The Prospective Contractor who signs this bid **shall** serve as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

3.10 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.11 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software, and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.12 DELEGATION AND/OR ASSIGNMENT

The Contractor **shall not** assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the State Procurement Official. The Contractor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

3.13 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

3.14 VENDOR PERFORMANCE REPORTS (VPR)

- A. Vendor Performance Reports **shall** be utilized whenever the Vendor is in default of the contract terms as outlined in this CB.
- B. Upon notification of the VPR, the Vendor **shall** promptly take all corrective actions to be in compliance with the contract terms. The agency and the Vendor **shall** work together during the vendor's resolution of any non-compliance issue.
- C. The Vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the Vendor issued by ADH.

3.15 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the contractor fails to perform its obligations under it by giving the contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the contractor in writing of the reasons why the State is considering cancelling the contract and provide the contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the competitive bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model, and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material, that if sold by drawing, sample, or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **DELIVERY ON FIRM CONTRACTS:** The competitive 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 Prospective Contractor.
14. **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.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the 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.

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17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the competitive 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.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the 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.
20. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this competitive bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State shall have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. 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 under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim.
NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.
24. **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 Prospective Contractor.
25. **ETHICAL STANDARDS:** Pursuant to Arkansas Code Annotated §19-11-708(a-c), it shall be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this competitive bid, the bidder named on the front of this competitive 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.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.