



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

INVITATION FOR BID

IFB Number: SP-16-0183	Buyer: Julia Shackelford Email: Julia.shackelford@dfa.arkansas.gov
Service: Security Guard Services Agency: DFA – Division of Building Authority	Bid Opening Date: March 9, 2016
Date Issued: February 4, 2016	Bid Opening Time: 2:30 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one):	Individual [<input type="checkbox"/>]	Sole Proprietorship [<input type="checkbox"/>]	Public Service Corp [<input type="checkbox"/>]
	Partnership [<input type="checkbox"/>]	Corporation [<input type="checkbox"/>]	Government/ Nonprofit [<input type="checkbox"/>]

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000734448

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: African American____ Hispanic American____ American Indian____
Asian American____ Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

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

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

4. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exceptions to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exceptions. If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

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

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

9. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
10. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fees may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
11. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
12. **CURRENCY:** All bid pricing must be United States dollars and cents.
13. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION:** This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Department of Finance and Administration, Division of Building Authority (DBA) to obtain pricing and a contract for Unarmed Security Guard Services for the following location in Ft. Smith, Arkansas: 616 Garrison Avenue.
- 1.2 ISSUING AGENCY:** The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julia Shackelford at 501-371-6079 or julia.shackelford@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.
- 1.3 CAUTION TO BIDDERS**
1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named herein will initiate all contact.
 2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
 3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State of Arkansas to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet.
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the IFB.
 - e. Failure of any proposed service to meet or exceed the specifications.
- 1.4 BID FORMAT:** Any statement in this document that contains the word “will”, “must”, or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.
- 1.5 TYPE OF CONTRACT:** The contract will be a one (1) year TERM contract with an anticipated start date of July 1, 2016. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.
- 1.6 PAYMENT AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the vendor has successfully satisfied DBA as to the services provided. The vendor should invoice DBA an itemized list of charges on a monthly basis. Purchase Order Number and/or Contract Number should be referenced on each invoice.

As a general policy, invoices shall be forwarded to DBA by the 20th of the current month. The monthly invoice for June, due to the fiscal year, will be hand delivered, emailed, or faxed to DBA no later than June 15th of each year.

DO NOT INVOICE THE STATE OF ARKANSAS, OFFICE OF STATE PROCUREMENT.

Send invoice to:
DFA – Division of Building Authority
Attn: Mark Herring, Contract Analyst
501 Woodlane, Suite 101N
Little Rock, Arkansas 72201

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

- 1.7 RECORD RETENTION:** The vendor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principals of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION: Proprietary information submitted in response to this Invitation For Bid will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the Invitation For Bid become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION: This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services.

1.10 PRIME CONTRACTOR RESPONSIBILITY: The selected vendor will be required to assume prime contractor responsibilities for the contract and will be the sole point of contact with regard to all services being provided.

Subcontractors will not be considered for this IFB or any resultant contract that may result from this IFB.

The vendor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To conduct litigation in a place other than Pulaski County, Arkansas
 - d. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of equipment and pay for any destruction, loss or damage of equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.12 CONDITIONS OF CONTRACT: The successful bidder shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affects the completion of the work. The successful bidder shall indemnify and save harmless DFA 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, or representative of the successful bidder.

- 1.13 STATEMENT OF LIABILITY:** The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of vendor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been acceptable by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.
- 1.14 AWARD RESPONSIBILITY:** The State Procurement Official will be responsible for award and administration of any resulting contract.
- 1.15 AWARD CRITERIA:** Award shall be made to the lowest responsive, responsible bidder based on the Total Cost for all services. **Consideration will be given only to those who bid all line items.** Bids must meet or exceed all defined specifications. Bidder must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- 1.16 DELEGATION AND/OR ASSIGNMENT:** The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.
- 1.17 COST:** All charges shall be included on the Official Bid Price Sheet and shall include all associated costs for the services being bid. **Bid pricing must be typed or printed in ink** and must be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.
- NOTE:**
1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
 2. Any cost not identified by the bidder but subsequently incurred in order to achieve service shall be borne by the bidder.
- 1.18 PRICE CHANGE CLAUSE:** All prices bid will remain firm for the first term of the contract. In the event of an industry wide, Federal or State mandated program price increase or an increase in the Federal or State Minimum Wage, the vendor may request a price adjustment at the time of the contract extension request or within sixty (60) days of the wage increase taking effect, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension. Under no circumstances will vendor be retroactively compensated for any increased costs covered by this subsection.
- The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if such actions are determined to be in the best interests of the State.
- 1.19 LOCATION OF SECURITY GUARD SERVICES:** Security guard services will be provided at the following location:
State Office Building
616 Garrison Avenue
Ft. Smith, Arkansas 72901
- 1.20 CANCELLATION:** In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK: The intent of this IFB is to establish a Term Contract for Unarmed Security Guard Service for the location listed in Section 1.19. The successful vendor must furnish the necessary labor, equipment, materials and incidentals needed to meet the requirements as outlined in this IFB.

2.2 PERFORMANCE STANDARDS:

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

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Adequate staff on-site at all times	Two security guards on site 100% of the time from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.	1% credit on monthly invoice for each full hour in which two guards are not present at the location and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.
Report incidents of employee endangerment or harmful activity	Report promptly to DBA contact personnel within one (1) hour of learning of an incident.	\$100 credit on monthly invoice for each instance not reported to DBA personnel within an hour of occurrence and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.
Vendor response	Vendor shall respond to DBA personnel within four (4) hours of initial contact regarding any issue. Includes both business and non-business hours.	\$100 credit on monthly invoice for each instance in which the vendor does not contact DBA personnel within a four (4) hour period and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.

2.3 QUANTITY: The number of Security Guard Officers, hours and locations are estimated for bidding purposes only and may vary according to the agency needs. DBA reserves the right to increase or decrease the number of guards, hours and locations. If additional guards are needed, the successful vendor shall provide them at a price mutually agreed upon by the agency and the vendor but not to exceed the hourly rate set within any resulting contract. No other claims for additional cost on materials or supplies will be accepted. **NOTE:** Issuance of an award does not guarantee an order.

2.4 REFERENCES: When requested, bidders must submit within five (5) business days a minimum of three (3) reference letters from clients whom the bidder has provided security guard services within the last three (3) years. Each reference should include the contact person, telephone numbers including cell phone number if possible, and email address. The reference accounts should rate the quality of service by rating the bidder's performance as to poor, fair, good, or excellent in quality of service. OSP reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.

2.5 POLYGRAPH EXAMINATIONS: DBA reserves the right to have vendor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 et. seq. All expenses for polygraph examinations will be at the expense of the successful vendor.

2.6 CRIMINAL BACKGROUND CHECKS: Online background reports **will not** be accepted.

a) DBA reserves the right to request criminal background checks, at any time, on all officers to be assigned to any DBA building. All individuals shall have a clean background check (no record) prior to assignment. These background checks will be at no cost to the State of Arkansas and can be requested from the vendor as deemed necessary by DBA personnel. This requirement also applies to all company officials and supervisors who might need to provide service on a short-term or temporary basis to any DBA building.

b) The successful vendor is responsible for obtaining new/current Arkansas State Police Criminal Background Checks on all supervisors and officers prior to each contract renewal period. These checks will be at no cost to the State of Arkansas and can be requested as deemed necessary by DBA personnel. The vendor must state in writing to DBA that state police background checks have been performed prior to each renewal period.

c) OSP and DBA reserve the right to terminate any resultant contract should evidence show tampering of any background checks.

d) Background checks on any employee requested by DBA must be current. Current is defined as background reports which are dated and received by DBA within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current **will not** be considered. If requested, the successful vendor will be required to use the current criminal background form which will be provided at the time of DBA's request.

2.7 BUSINESS LICENSE: A valid Arkansas business license (which may be acquired through the City or County where service is being provided) is required and a copy should be submitted with the IFB response, or when requested by OSP, prior to awarding.

The vendor is required to maintain a valid Arkansas business license (Per City or County) throughout the life of the contract. A vendor found to have an invalid or delinquent license will have fifteen (15) business days to obtain a new or renewed license. Should a business license require additional days from that shown above justification must be submitted by the City or County in which the vendor is licensed. The vendor will be responsible for any cost associated with an invalid or delinquent license.

A vendor will not be able to provide services to the State of Arkansas under the awarded contract until the business license has been renewed.

The business license name must be as shown on the bid response or awarded contract.

The vendor may receive a VPR stating that "Non-Performance has occurred due to an invalid business license". Should vendor not be able to acquire a valid license, the thirty (30) day cancellation notice by the agency will become valid as of the most current VPR regarding the license.

2.8 VENDOR PERFORMANCE REPORTS (VPR): Vendor Performance Reports will be utilized whenever the vendor is in default of the contract terms as outlined in this IFB. 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. The vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a thirty (30) day cancellation if it is so stated in the VPR notice to the vendor issued by DBA.

2.9 CONTACT INFORMATION: The successful vendor shall submit to DBA personnel the name and phone number of the contact person that can be reached twenty-four (24) hours a day, seven (7) days a week. It is crucial that the vendor respond to DBA within four (4) hours.

- 2.10 VISITORS AND CHILDREN:** Visitors or children are not permitted to accompany the vendor or employee's while they are performing the duties required as stated in this IFB. A vendor or employee allowing visitors or children in the building will result in a vendor performance report being issued to the vendor in accordance with Section 2.8.
- 2.11 EMPLOYEES:** Individuals employed by DBA are not eligible for employment by the vendor. The successful vendor shall
- Provide a list of the employees that are to be placed at the service location.
 - Provide security services with persons who are in a direct employment relationship with the vendor; therefore subcontracting of any and all services is strictly prohibited.
 - Agree to replace any personnel who may become incompatible with the State, with DBA being the sole judge of the incompatibility.
- 2.12 HOURS OF OPERATION AND STATE HOLIDAYS:** Normal business days and hours of operation are defined as Monday through Friday, 7:00 a.m. through 5:00 p.m. Central Time. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. Services may be performed on such working days. The contractor should maintain adequate staff on such business days. *Additional days may be proclaimed as holidays by the Governor, by Executive Proclamation (i.e. the day after Thanksgiving). If the holiday falls on Saturday, the preceding Friday will be observed. If the holiday falls on Sunday, the following Monday will be observed.
- | | |
|-------------------------------------|---------------------------|
| New Year's Day | January 1 |
| King/Lee Birthday | January; third Monday |
| Washington Birthday/Daisy Bates Day | February; third Monday |
| Memorial Day | May; last Monday |
| Independence Day | July 4 |
| Labor Day | September; first Monday |
| Veterans Day | November 11 |
| Thanksgiving Day | November; fourth Thursday |
| *Day after Thanksgiving | November; fourth Friday |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

- 2.13 INSURANCE:** Prior to the anticipation to award, the successful vendor must furnish an approved "Certificate of Insurance" and must maintain the following insurance requirements throughout the entire contract period including extensions: The Insurance may not be modified without OSP and DBA approval. Each Certificate of Insurance shall name DBA as the certificate holder with the intent to notify same of any intention to cancel the insurance within ten (10) days.

Liability Limits:

A. Commercial General Liability		
Each Occurrence		\$1,000,000.00
General Aggregate		\$2,000,000.00
B. Worker's Compensation and Employer's Liability		
Worker's Compensation		Statutory Limits
Employer Liability		\$100,000.00
Disease Each Employee		\$100,000.00
C. Umbrella Liability		
Each Occurrence		\$2,000,000.00
General Aggregate		\$2,000,000.00
D. Automobile Liability		
Combined Single Limit		\$1,000,000.00

Commercial Automobile Liability Insurance shall include coverage for hired and non-hired automobiles.

- 2.14 MANDATORY SITE VISIT:** DBA will conduct one (1) mandatory site visit. It is suggested that interested bidders:
- a) Thoroughly read the IFB prior to the site visit and have any questions prepared to ensure a good understanding of the services required.
 - b) Fully inform themselves as to all existing conditions and limitations under which the work is to be performed and include the total cost of the services necessary to perform the work. No allowances will be made to any bidder because of lack of examination or knowledge.
 - c) Arrive before the appointed time. Late arrivals will not be permitted to join the tour. DBA will not accept requests to reschedule site visits. Bidders should plan accordingly.
- 2.15 MANDATORY SITE VISIT DATE AND TIME:** Vendors must sign-in with a DBA representative upon arrival at building location. Late arrivals will not be permitted to join the tour. DBA will not accept requests to reschedule site visits. Bidders should plan accordingly.

Date: Thursday, March 3, 2016
Time: 10:00 a.m. Central Time
Place: 616 Garrison Avenue (security guard station on 1st floor)
Ft. Smith, AR 72901
Contact: Mark Herring, Contract Analyst, (501) 682-5208

SECTION 3 – REQUIREMENTS AND SPECIFICATION OF SERVICES

3.1 **SCHEDULE OF SERVICES:** Unarmed Security Guard Services for 616 Garrison Avenue, Ft. Smith

- a) One (1) Security Guard shall be assigned to the security post
Days of week: Monday through Friday, excluding State observed holidays.
Estimated time & hours: 7:00 a.m. to 5:00 p.m. (10 hours per day)
Estimated hours per year for guard #1: 2,600
- b) One (1) Security Guard shall be assigned the following duties:
i. Parking lot duties: two (2) hours per day. The guard will be responsible for patrolling the parking lot as tenants arrive from 7:00 a.m. to 8:00 a.m. and upon leaving the building from 4:00 p.m. to 5:00 p.m.
ii. Building and ground duties: eight (8) hours per day. The guard will be responsible for patrolling the building and grounds from 8:00 a.m. to 4:00 p.m. using the computerized tour confirmation system at the security desk. The schedule of patrols and sign in will be finalized in the post order duties.
Days of week: Monday through Friday, excluding State observed holidays.
Estimated total time and hours: 7:00 a.m. to 5:00 p.m. (10 hours per day)
Estimated hours per year for guard #2: 2,600

Total estimated hours per year for Security Guard Service at 616 Garrison: 5,200

3.2 **VENDOR QUALIFICATIONS:** The successful vendor shall meet the following qualifications and furnish proof to OSP prior to the anticipation to award:

1. Be a duly licensed security guard company with the State of Arkansas.
2. Have a resident manager duly licensed with the State of Arkansas.
3. Have a clean record of compliance with State of Arkansas Board of Private Investigators and Security Agencies.
4. Have an established office in Arkansas.
5. Provide the names and phone numbers of the supervisor contact person that is on call during the guards' scheduled hours to the DBA Contract Analyst.

3.3 **SECURITY GUARD QUALIFICATIONS:** Prior to assigning any officers to DBA buildings, the officer is:

1. Licensed by the Arkansas State Police.
2. Exempt of all criminal convictions.
3. Possess a valid Arkansas identification.
4. At least twenty-one (21) years of age.
5. Possess the minimum of a high school diploma or GED.
6. Meet all requirements for private security guard officers as established by law or regulation prior to assignment.
7. Trained and familiarized with the grounds prior to being placed on the job.
8. Able to perform normal to emergency duties requiring moderate to strenuous physical exertion to include, but is not limited to:
 - a) Standing or walking for an entire shift and have the ability to run if necessary
 - b) Climb stairs and ladders
 - c) Lift or carry heavy objects
9. Successfully pass a drug test designed to detect the following elements, but is not limited to:
 - a) Marijuana
 - b) Cocaine
 - c) Opiates
 - d) Amphetamines
 - e) PCP
 - f) Alcohol

OSP and DBA reserve the right to request a copy of the drug test report at any time. All expenses for drug testing will be at the expense of the vendor.

3.4 **TRAINING REQUIREMENTS:** All training will be conducted by the vendor's administrative or supervisory staff and furnished without charge to the State. The vendor's administrative staff will keep adequate training records. The training of all assigned security guards prior to placement in DBA buildings shall include, but is not limited to:

1. The satisfactory completion of a minimum of four (4) of security training in compliance with Arkansas Code Annotated 17-40-101 ET seq.
2. A minimum of four (4) hours of on-the-job instruction should include, but is not limited to:
 - a) Performance of post assignments
 - b) Performance of special assignments

- c) Emergency procedures
- d) Proper use of emergency equipment, i.e., fire extinguishers, fire equipment, gas masks, and respirators
- e) Legal restrictions on arrest, search, and seizure
- f) Report writing and field note taking
- g) Training in appearance, attitude conducts and discipline
- h) Safety on-the-job
- i) Bomb threats
- j) Radio/Telephone techniques

3.5 VENDOR'S SECURITY GUARD OFFICERS: The successful vendor shall provide supervision to all officers assigned to State property. The vendor shall replace any officer who becomes incompatible with DBA. DBA will be the sole judge of the incompatibility. If an officer is involved in any action that require the guard to appear in court, administrative hearing or provide testimony, the vendor shall make arrangements for such appearance and be responsible for all additional fees.

1. Officers should be competent in their knowledge of security procedures, problem solving, and provide quality control. The officer shall maintain a Daily Activity Report (DAR) which includes the time the report is opened, any unusual events, time of shift changes, and time the report is closed and should provide this to DBA personnel as requested.
2. Any incidents of employee endangerment or potentially harmful activity shall be reported to DBA personnel as soon as possible but no later than one (1) hour of learning of the incident or activity. The guard may receive additional guidance and/or information from DBA as necessary.
3. A supervisor shall visit the individual DBA buildings at least once per week, at which time the guard log will be signed and dated by the supervisor. Supervisor site visits are subject to change at DBA's discretion.
4. Officers shall refrain from using electronic devices to view movies, videos, or listen to music during their assigned shift.
5. At least one guard on duty at all times must be bilingual in both English and Spanish.

3.6 PROTECTION OF PROPERTY: Officers assigned to DBA buildings shall:

1. Take all necessary precautions to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building and grounds.
2. Not use any telephones and/or any other equipment that is the property of the State of Arkansas. Unauthorized use is subject to reimbursement to the State.
3. Be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the vendor's personnel, and shall make good, at vendor's expense, such loss or damage.
4. Not make copies of keys to the building or belonging to the State. Building keys/access cards are not to be taken home by vendor or any employees. The keys/access cards will be secured in a locked container at the location.

3.7 OFFICER DUTIES: The Security Guard Officer's duties may include, but are not limited to:

1. Officers shall remain on site at all times during their shift and not loiter on state property before or after work hours.
2. At the time of a shift or officer change for any reason, the current security officer shall remain at the premises and not leave their post until a replacement guard arrives.
3. Provide security checks through-out the perimeter of the grounds, building and parking lots at least twice per day, especially when state employees are arriving in the morning and leaving in the afternoon.
4. Ensure the protection and safety of state employees and clients from any crimes attempted on State property.
5. Monitoring any security system, cameras, or metal detector devices.
6. Keep building secured and ensure all exterior doors to all building are secured and locked. Routine inside inspection of state building will be made for security and safety reasons periodically throughout the day.
7. Study individual building diagrams for the locations of fire extinguishers and other emergency equipment.
8. Maintain a Daily Activity Report (DAR) recording each security check. In the event of an altercation, a written report should be submitted to DBA within twenty-four (24) hours of the incident.
9. Maintain a report or log book of all non-employee persons entering or leaving the building.
10. Assisting DBA personnel in implementation of emergency procedures (fire, vandalism, etc.).
11. Comply with regulations for control of persons entering or leaving the grounds and building. Additional regulations will be furnished to the vendor by DBA as part of the Guard Post Orders.
12. Be knowledgeable of and follow the Guard Post Orders provided by DBA.

3.8 OFFICER IDENTIFICATION AND DRESS CODE: All guards assigned to State buildings shall display a professional appearance while on duty and wear a clean and pressed uniform. Uniforms are to be without obvious signs of wear such as stains, holes, tears or fading. While on duty, all guards shall wear a picture identification badge containing the company and guard name.

3.9 EQUIPMENT AND MATERIALS: The vendor will be responsible for any loss, damage, or destruction of their own property or that of any equipment and materials used in conjunction with the work performed. The successful vendor will purchase, at vendor's own expense, a policy to cover vendor's owned property. The successful vendor shall provide the following equipment, but is not limited to:

1. Flashlights, batteries, and bulbs.
2. Report forms, log books and notebooks containing post orders.
3. Cellular Telephone for communication. The cellular telephone should be of the type and quality to enable voice or text communication from any point. The successful vendor shall provide the phone number to the DBA supervisor or designee and is responsible for reporting any cell phone number changes within twenty-four (24) hours.
4. The successful vendor must provide a computer based security management system. The chosen system must be installed and in operation at 616 Garrison no later than thirty (30) days from the beginning of the initial contract period. Vendors should be prepared to answer questions, and, if requested, provide a hands-on demonstration of the system's capabilities. This requirement may be met by demonstrating the system's use at another location. Any training in the use of the system at any time during the contract will be provided by the vendor at no cost to the State. DBA will have the final approval of the chosen system for both locations. The system should contain the following general attributes:
 - a) tamper-proof or tamper resistant.
 - b) searchable, providing a range of management reports, including but not limited to providing real-time notifications such as when an officer is late or does not meet checkpoint requirements.
 - c) provide immediate access to post orders.
 - d) GPS capability that allows for remote monitoring of all officer activities, moving patrols, and incidents.
 - e) allow DBA personnel 24/7 real-time remote access as well as the capability to get notifications and pictures by email, text, or phone calls.
 - f) updates and upgrades to the software/equipment as well as maintaining, repairing, or replacing equipment associated with this system during the contract period.

MANDATORY SITE VISIT VERIFICATION FORM
DFA – DIVISION OF BUILDING AUTHORITY
Thursday, March 3, 2016 @ 10:00 a.m. Central Time

To be considered for the job, this Site Visit Form must be signed by the agency contact person after completion of the site tour and should be submitted with the bid document.

Late arrivals will not be permitted to join tour nor re-schedule a site visit.

Contact Mark Herring at (501) 682-5208 if you have any questions about the mandatory site visit.

THIS IS TO VERIFY THAT:

_____ with _____
Representative Name Company Name

HAS COMPLETED A SITE VISIT AT THE LOCATION SHOWN BELOW:

LOCATION	SIGNATURE OF DBA PERSONNEL	DATE SIGNED
616 Garrison Avenue Ft. Smith, AR 72901		

OFFICIAL BID PRICE SHEET
Bid pricing must be typed or printed in ink

Item	Location of Service	(a) Estimated Hours/Year	(b) Price/Hour	(a) x (b) Total Cost Per Year
1	616 Garrison Avenue Ft. Smith, AR 72901	5,200	\$	\$



ARKANSAS STATE POLICE

ASP-122
(Rev. 12/08)

Identification Bureau Individual Record Check Form

Procedure for Criminal History Check

1. The ASP form 122, Individual Record Check Form, must be completed in its entirety. Please print legibly.
2. A check or money order in the amount of \$25.00, made payable to the Arkansas State Police, must be included.
3. If the request is presented in person, the person requesting must present a photo I.D. issued by a government agency.
4. If the request is made by mail, the signature on the ASP form 122 must be notarized. Please verify the accuracy of the information from a driver's license or Arkansas ID card. The information submitted should match the driver's license information.
5. If the request is made by mail, a self-addressed envelope with sufficient return postage must be included.
6. If the request is made by a third party, such as an employment agency or employer, the ASP form 122 must be notarized. Please verify the accuracy of the information from a driver's license or Arkansas ID card. The information submitted should match the driver's license information.
7. If the request is required by a particular licensing entity as mandated by state law, such as teachers, health care or police, please contact the appropriate licensing entity to obtain the proper forms and be advised of the correct procedure to obtain a criminal history.

Send requests to:

Arkansas State Police
Identification Bureau
#1 State Police Plaza Dr.
Little Rock, AR 72209

To contact the Identification Bureau, you may call 501-618-8500.

SEE NEXT PAGE FOR APPLICATION



ARKANSAS STATE POLICE

ASP-122

(Rev. 11/05)

**Identification Bureau
Individual Record Check Form**

Full Name:

Last Name

First Name

Middle Name

Daytime Phone#

All other names ever used (married, maiden, shortened, etc.)

Date of Birth: _____ State of Birth: _____ Race: _____ Sex: _____
(Month/Day/Year)

Social Security #: _____ Driver's License #: _____
State

Mailing Address:

Street

City

State

ZIP

I GIVE MY CONSENT FOR THE ARKANSAS STATE POLICE TO CONDUCT A CRIMINAL RECORD SEARCH ON MYSELF AND RELEASE ANY RESULTS TO THE FOLLOWING PERSON OR ENTITY:

Name: DFA – Division of Building Authority, Attn: Mark Herring
Full Name of Agency

Phone: (501) 682-5208

Mailing Address: 501 Woodlane, Suite 101N Little Rock Arkansas 72201
Street City State ZIP

Signature: _____ Date: _____
(First/MI/Last Name) (Month/Day/Year)

(NO REQUEST WILL BE PROCESSED WITHOUT A NOTARIZED SIGNATURE)

STATE OF _____

§

COUNTY OF _____

Subscribed and sworn before me, a Notary Public, in and for the county and state aforesaid, this the

_____ day of _____, 20 _____

Notary Public

For official use only

☐ 82007 Civil Record Check

☐ 82002 Volunteer

STANDARD TERMS AND CONDITIONS

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

- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a service in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.