

Invitation to Bid

Bid Number: DOH-16-0024

Bid Opening Time and Date: 2pm. September 30, 2016

Commodity: Consultant Services for Improving the Quality of Cause of Death Information on Mortality Records

Bid Issuance Date: September 16, 2016

Issuing Officer: Tim Smith, CPPB

Bids will be accepted until the time and date specified above. The bid envelope must be sealed and properly marked with the Bid Number, Date of Bid Opening and Bidder's return address. It will not be necessary to return a "No Bid" notice to the ADH Issuing Officer. Bids may be mailed or hand delivered; but in each case must be received by the ADH Issuing Officer prior to 2 pm. Central Time on September 30, 2016.

Company Name: _____

Authorized Representative (type or print): _____

Title: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Email Address: _____

Authorized Representative Signature: _____
(**Must be in ink**):

Identification:

Federal ID Number (FIN): _____ or

Social Security Number: _____ (Please do not supply SSN unless no FIN)

Arkansas Vendor Number: _____ (Number required for award issuance)

Business Designation (Please circle one of the following as it applies to your company):

Individual

Sole Proprietorship

Public Service Corp

Partnership

Corporation

Government/Non-Profit

General Information

Background

The Arkansas Department of Health (ADH) Health Statistics Branch has a fully integrated, comprehensive electronic system, which is known as **Electronic Registration of Arkansas Vital Events (ERAVE)**. Three modules were implemented: Death, Birth and Infant Hearing Screening (IHS). The Death module went live in October 2013 and includes death registration, online verification system for SSNs, fax attestation, amendments & corrections and reports. The most challenging aspect of the Death module implementation was to convince and train the external stakeholders (such as physicians/hospitals, hospice nurses, medical certifiers, medical examiners, coroners, and funeral homes) to file electronically rather than using paper.

The National Center of Health Statistics (NCHS) has provided funding to ADH in the past 2 years to improve the timeliness of the mortality data. The rate of death records submitted electronically increased from 41% in December 2014 to 64% in August 2016. Also, the rate of death record submissions within 10 days increased from 24% in December 2014 to 60% in August 2016.

The ADH has already taken the first steps to improve the timeliness of the mortality data and now would like to take the second step to improve the quality. Therefore, ADH submitted a Request for Task Order Proposal (RFTOP) to NCHS and received funding to improve the quality of our mortality data.

Purpose

The Arkansas Department of Health is seeking a vendor that will implement the following strategies to increase the quality of our mortality data, so it meets the national goals.

Strategies

Strategy One: Resolve Internal Barriers: Improve Internal Systems for Querying and Tracking Quality Metrics:

- Establish metrics and a baseline for each;
- Work with the ERAVE vendor (ManTech Advanced Systems International, Inc.) to modify the system, if needed, to improve the tracking and querying functions; and
- Upgrade our internal query processes.

Strategy Two: Improve Cause of Death Coding (COD) in our goal areas through medical certifier training:

- Build training curriculum around the specific COD problem areas;
- Deliver training in live webinars and as online modularized topics;
- Provide outreach to the medical certifiers through mail, email and direct phone calling to enroll the largest population possible in the training;
- Use the tracking reports to detect individuals still having problems with COD and provide follow up support; and
- Use newsletters to showcase successes and give tips on specific COD examples.

Strategy Three: Improve Timeliness and Quality of Drug-related deaths by improving the work flow process across stakeholder groups:

- Work with stakeholders to define barriers;

- Establish strategies to remove barriers;
- Create work groups to implement strategies in pilot test environment and evaluate results;
- Rollout successes to broader community;
- Use the tracking sheets to monitor progress and determine if additional measures are required to meet goals; and
- Reconvene work groups as necessary until goals are achieved.

For clarity purposes, the national goals are listed below to ensure understanding of the goals we are striving to meet:

- 1) Reduction in the percentage of mortality records with “pending” or “unknown” as the cause of death.
 - No more than .5% of the mortality records shall contain “pending” or “unknown” as the cause or manner of death within 90 days after submission to NCHS.
 - An average lag of no greater than 90 days in resolving “pending” or “unknown” as the cause or manner of death.
- 2) No more than 5% of the mortality records with a drug poisoning death containing only the code of T50.9 within 150 days after submission to NCHS.
- 3) Reduction in the percentage of records with unspecified or ill-defined causes of death.
 - No more than .3% of the mortality records containing an ill-defined cause of death within 90 days after submission to NCHS.
 - No more than .3% of mortality records containing unspecified heart disease as the underlying cause of death within 90 days after the submission to NCHS.
 - No more than .3% of mortality records containing cardiac arrest as the underlying cause of death within 90 days after the submission to NCHS.
 - No more than .3% of mortality records containing unspecified cancer as the underlying cause of death within 90 days after the submission to NCHS.

Scope of Work & Price Sheet

***Please note that deliverable completion dates reflected below are based on an estimated award date of December 1, 2016. Firm deliverable completion dates will be negotiated with the vendor following the award.**

Work Description and Deliverables	*Deliverable Completion Date	**Quote Price to Complete Deliverable
1. Project Initiation: Vendor meets with the Health Statistic Branch for a kick –off meeting and prepares a summary of the kick-off meeting.	12/14/16	\$
2. Project Plan: Vendor develops comprehensive project management and communication plan which includes project milestones and staff resumes.	12/28/16	\$

Work Description and Deliverables	*Deliverable Completion Date	**Quote Price to Complete Deliverable
3. Strategy One: Resolve internal barriers and improve internal systems for querying and tracking metrics.	5/31/17	\$
a. Vendor does measurement gap analysis		
b. Vendor identifies goals and baseline metrics		
c. Vendor identifies ERAVE modifications and/or develops new query functions		
d. Vendor implements new query functions and processes		
4. Strategy Two: Improve Cause of Death Coding (COD) in our goal areas through medical certifier training	9/30/17	\$
a. Vendor develops training curriculum around specified COD problem areas and develops training schedule.		
b. Vendor conducts training and tracks progress on a monthly basis.		
5. Strategy Three: Improve timeliness and quality of drug-related deaths by improving the work flow process across stakeholder groups.	7/31/18	\$
a. Vendor develops a Medical Examiner/Coroner timeliness and quality improvement plan that includes pilot tests/projects. Activities may include: <ul style="list-style-type: none"> • Contacts regional coroner associations to identify leaders to participate in the project. • Conducts interviews and documents process coroners, medical examiners and toxicologists currently use to document drug-related deaths. • Conducts interviews and documents process coroners, medical examiners and toxicologists currently use to document drug-related deaths. • Analyzes process to find opportunities for improvement. • Documents process, findings and opportunities for improvement and present them to stakeholders. • Establishes work groups and facilitate their work to implement agreements in pilot test mode. 		

Work Description and Deliverables	*Deliverable Completion Date	**Quote Price to Complete Deliverable
b. Vendor tracks, analyzes, evaluates pilot tests/projects and share results of pilot tests/projects with stakeholder community and agree on the best initiatives to implement.		
c. Vendor implements the best improvement initiatives in the stakeholder community and tracks/evaluates progress.		
6. Vendor submits monthly status reports.	Due monthly by the 10 th of each month	\$
7. Vendor submits quarterly quality reports.	Due quarterly by the 5 th day after the quarter	\$
8. Vendor submits detailed final report at conclusion of project.	8/14/18	\$
9. Vendor participates in bi-monthly conference calls with the Health Statistics Branch and NCHS Project Officer	TBD	\$
TOTAL PROJECT COST:		\$

(Vendor Company Name)

(Vendor's Authorized Signature)

****Note: The agency is seeking a price for each deliverable completed, and will not accept anything other than a one-lot price for each deliverable. Use of hourly, monthly or rates other than one lot pricing will automatically disqualify the vendor from consideration.**

It is strongly recommended that the vendors review the due dates listed above regarding each of the deliverables to ensure that the vendor will be able to meet each of these deadlines to complete the deliverables.

Project Description and Staffing

The successful vendor will be required to attend all required planning meetings and conference calls as specified above by the program. The vendor will also be required to make all requested changes as suggested by the ADH/Health Statistics Branch after a review of each deliverable is submitted.

Type of Contract

The resulting award will be issued as a consultant services contract/outline agreement. The initial term of the outline agreement shall be from date of award through September 11, 2018. The ADH reserves the option to renew this outline agreement in accordance with the original terms of the agreement, and upon mutual agreement with the vendor, for up to one (1) year increment or a portion thereof for time purposes only. The ADH will notify the vendor at least thirty (30) calendar days prior to the end of the agreement period or extension thereof if the ADH intends to extend the agreement. If notification is not made, the agreement will terminate at the end of the agreement period or extension thereof.

Reservation

This solicitation does not commit the state to award a contract, to pay costs incurred in the preparation of the vendor's response to this solicitation, or to procure or contract for services or supplies.

Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

Arkansas Economic Development Commission

Minority Certification: _____

Award

This contract will be awarded to the lowest responsible and responsive bidder that meets the minimum qualifications provided in this solicitation. In the event of a tie bid, the vendor will be chosen in accordance with A.C.A. §7-19-11-229 (3) Tie Bids.

Alteration of Original CB Documents

The original written or electronic language of the CB shall not be changed or altered except by approved written addendum issued by the ADH. If vendors/contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's response shall be declared as "non-responsible" and the response shall not be considered.

Requirement of Amendment

This invitation to bid may be modified only by amendments written and authorized by the ADH Issuing Officer.

Additional Terms and Conditions

The ADH 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 its 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.

Delivery of Response Documents

Vendors are responsible for delivery of their bid documents to the ADH Issuing Officer (listed on page #9) prior to the scheduled time for opening of the competitive bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the ADH office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 4815 West Markham Street, Slot 58, Little Rock AR 72205 on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place and on or before the date and time set in the bid solicitation documents. Bid documents received by the ADH Issuing Officer after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents that are to be returned may be opened to verify for which bid it was submitted.

Responses must be received by the Issuing Officer prior to the bid opening time and date. Failure to provide a timely submission will result in automatic disqualification for those documents received after the bid opening time and date.

Equal Employment Opportunity Policy

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to the Office of State Procurement at the following e-mail address: eeopolicy.osp@dfa.state.ar.us. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

Check the appropriate statement below:

- ☐ I have enclosed a copy of our EEO policy with this bid
- ☐ I have submitted an electronic copy of our EEO policy to eeopolicy.osp@dfa.arkansas.gov

Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in the contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>. A screen print of your online submission should be included with your bid documents.

Acceptance & 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.

General Bid and Contract Information

Bid Opening Date and Location

Bids shall be publicly opened and announced at the time and date stated on page 1, and become public information under the laws of the State of Arkansas. To be considered, responses must be received by the ADH Issuing Officer prior to the time and date specified.

Bid Submission

Vendors submitting bids shall be required to submit only one (1) signed copy of the bid. Signature must be in ink.

Issuing Officer

The ADH Issuing Officer will administer this solicitation and the resultant award. The ADH Issuing Officer will be the sole point of contact in the ADH for the selection process. Vendor questions regarding this solicitation and any related matters shall be addressed solely to the ADH Issuing Officer. Bid submissions shall also be sent to the following address, and should be clearly marked with the bid number DOH-16-0024 on the outside of the sealed envelope or package.

Arkansas Department of Health
Timothy Smith, CPPB
Procurement Branch Chief
4815 West Markham Street, Slot 58
Little Rock, AR 72205
501-280-4573
Timothy.w.smith@arkansas.gov

Prime Contractor Responsibility

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the service supplied. The ADH reserves the right to interview the key personnel assigned by the successful vendor to the project and to recommend or require reassignment of personnel deemed unsatisfactory by the agency.

The selected vendor will be required to assume responsibility for all services, equipment and training obtained under contracts resulting from this solicitation.

Vendor Minimum Qualifications

The vendor must provide supporting documents that will allow the vendor to meet minimum qualifications and be considered for an award.

Work Experience

- Provide evidence of a minimum of 3 Vital Records projects within the last 3 years; and
- Provide evidence of a familiarity with the Center for Disease Control (CDC) cause of death requirements; and
- Provide evidence of a familiarity with a state-level Electronic Death Registration System (EDRS) and its workflows.

Certification

- Provide evidence of a current certification as follows:
 - Certified Management Consultant (CMC) certification issued by the Institute of Management Consultants (IMC), and/or
 - Certified Professional Consultant to Management (CPCM) issued by the National Bureau of Management Consultants.

Invoices

The vendor shall invoice the ADH. The ADH will make timely payment of invoices according to State policy and procedure; however, no late charges will be allowable except as provided by Arkansas Statute and Regulations.

Invoices must show an itemized list of charges. The ADH reserves the right to increase or decrease the quantities on any item awarded during the term of this contract or extensions thereof. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADH, and only when the vendor has successfully satisfied the ADH as to the reliability and effectiveness of the service, equipment and training as a whole.

The ADH may not be invoiced in advance of delivery and acceptance of any service or equipment. The vendor will provide invoices to the CDPC on either a monthly or quarterly basis as services are performed. All invoices shall be forwarded in duplicate to the following address:

Arkansas Department of Health
Health Statistics Branch
Attn: (inserted at award)
4815 W. Markham, Slot 19
Little Rock, AR 72205

All invoices must include:

- 1) Submission of an original properly itemized invoice showing the purchase order number;
- 2) Must be sent to the "Invoice To" point shown on the purchase order with a copy to the ordering agency/program;
- 3) Description of Services as listed on the purchase order agreement; and
- 4) Acceptance/approval by the ordering state agency for services invoiced.

Deliverables & Performance

- **Performance Indicator for Deliverables:**
 - Vendor will provide delivery per dates negotiated with the Health Statistics Branch upon award.
- **Acceptable Performance for Deliverables:**
 - Vendor meets delivery timetables.
- **Method of Monitoring Deliverable:**
 - Program will review all deliverables for acceptance.

Remedies for Unacceptable Performance

Acceptable performance shall be determined solely at the discretion of the ADH Health Statistics Branch and its Center. One or more of the following remedies may be imposed for unacceptable performance:

- ADH Health Statistics Branch and its Center will notify the vendor of unacceptable performance. A meeting between the vendor and ADH Health Statistics Branch and its Center will take place to discuss and develop an informal plan for change; and/or
- The ADH Health Statistics Branch and its Center will notify the vendor in writing of non-compliance with the established deliverables and performance indicators. Within 10 working days of notification of non-compliance, the vendor must submit and implement a corrective action plan that is acceptable to ADH Health Statistics Branch and its Center; and/or
- The contract may be terminated by the ADH Health Statistics Branch and its Center.

These remedies are in addition to all others available at law or equity.

Terms & Conditions of Bid

- 1) To be considered, vendor must include as part of the response all of the provisions of the solicitation;
- 2) An official authorized to bind the vendor to the resultant contract must sign the vendor's solicitation response;
- 3) The successful vendor shall at all times observe and comply with Federal and State laws, ordinances, orders and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work;
- 4) The successful vendor shall indemnify and save harmless the agency and all of 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 successful vendor;
- 5) The vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the ADH. Access will be granted upon request to State or Federal government entities or any of their duly authorized

- representatives; and
- 6) Financial and accounting records shall be made available, upon request, to the ADH 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.

Cost

All required charges must be included on the Bid Price Sheet (Page 2 & 3) and must be valid for thirty (30) calendar days following the bid openings. Changes to the format and intent of the Bid Price Sheet are not acceptable. Bids submitted with an altered Bid Price Sheet may be rejected.

The successful vendor awarded the contract as a result of this solicitation shall not increase prices quoted and listed herein for the duration of the resulting contract. Any cost not identified by the vendor but subsequently incurred in order to achieve successful completion of the service will be borne by the vendor.

Cancellation

In the event the State no longer needs the services 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) calendar days prior to the date of cancellation.

Agency Property

Property, including intellectual property, acquired or created by the vendor as an agreement deliverable is the property of the Agency. The vendor shall be responsible for the proper custody and care of all Agency owned property, including Agency owned property used in connection with the performance of this agreement and the vendor agrees to reimburse the Agency for its loss or damage due to negligence, theft, vandalism or Acts of God.

Ownership of Documents

All documents and deliverables prepared by the vendor and accepted by the agency shall become the property of the Agency and shall not be used for any other purpose by the vendor without the Agency's specific written consent.

Liability

In the event of non-performance of a contractual obligation by the vendor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the vendor will be liable to the Agency, in full, for all penalties, sanctions and disallowances assessed against the Agency.

Standard Terms & Conditions

1. **GENERAL:** Any special terms and conditions included in the solicitation 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 response are accepted by the ADH.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities, and to award the solicitation to best serve the interest of the state.
3. **RESPONSE SUBMISSION:** Responses must be submitted to the Issuing Officer on this form, with attachments when appropriate, on or before the date and time specified for the solicitation opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind his/her firm in a contract. Each response should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Provide the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the solicitation. Unless otherwise specified, the response must be firm for acceptance for thirty days from the response opening date. "Discount from list" responses are not acceptable unless requested in the solicitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Provide 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. **GUARANTY:** All items offered 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 IFB. The vendor 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 vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
7. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, solicitation number and item number. If samples are not destroyed during reasonable examination they will be returned at the vendor's expense, if requested, within ten days following the opening of responses. All demonstrators will be returned after reasonable examination.

8. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the response 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 vendor.
9. **AMENDMENTS:** The solicitation cannot be altered or amended after the response opening except as permitted by regulation.
10. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the response price. Trade discounts should be deducted from the unit price and the net price should be shown in the response.
11. **AWARD:** Term Contracts: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written ADH purchase order authorizing shipment will be furnished to the successful vendor.
12. **LENGTH OF CONTRACT:** The request for quote will show the period of time the term contract will be in effect.
13. **DELIVERY ON FIRM CONTRACTS:** The request for quote will show the number of days to place a commodity in the ADH designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADH Issuing Officer 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.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the ADH Issuing Officer. 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 ADH 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 ADH after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the ADH Issuing Officer 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 ADH Issuing Officer of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
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 solicitation and purchase order numbers, where itemized in the request for quote, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by ADH. 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 ADH, 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 request for quote is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **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.
23. **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 agency. If the ADH 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.
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor 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 vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for quote, the vendor named on the front of this request for quote, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State 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.