



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

INVITATION FOR BID

IFB Number: SP-17-0020	Buyer: Julia Shackelford Email: Julia.shackelford@dfa.arkansas.gov
Service: Unarmed Security Guard Services Agency: Arkansas Schools for the Deaf and Blind	Bid Opening Date: October 7, 2016
Date Issued: September 22, 2016	Bid Opening Time: 1:30 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 []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000756868 & 1000757403

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 the Arkansas School for the Deaf and Arkansas School for the Blind (ASD/ASB) to obtain pricing and a contract for Unarmed Security Guard Services for the following locations in Little Rock, Arkansas: 2400 and 2606 W. Markham

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 September 1, 2016; pending all approvals. 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 the agency as to the services provided. The vendor should invoice the agency an itemized list of charges on a monthly basis. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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

Send invoice to:
AR School for the Blind
Attention: Melinda Terry
2606 W. Markham Street
Little Rock, AR 72205

The 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 the State 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 Estimated Total Cost for all services per year. **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** the 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 locations:

Arkansas School for the Blind	and	Arkansas School for the Deaf
2606 W. Markham Street		2400 W. Markham Street
Little Rock, AR 72205		Little Rock, AR 72205

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 a minimum of two (2) Unarmed Security Guard Officers for the grounds surrounding the Arkansas School for the Deaf and Blind (ASD/ASB) located in Little Rock, Arkansas. The successful vendor **must** furnish the necessary labor, equipment, materials and incidentals needed to meet the requirements as outlined in this IFB. Note: Security Guard Officers **will not** carry firearms at any time while on State property.

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 other 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
Vendor shall provide adequate staff on-site at all times	Vendor shall provide a minimum of two (2) security guards on site 100% of the time from 6:00 p.m. to 6:00 a.m., seven days a week, 365 days a year.	1% credit on monthly invoice for each hour in which two (2) guards are not present at the location and may result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Guard shall report incidents of employee endangerment or harmful activity	Guards shall promptly report to ASD/ASB personnel within one (1) hour of learning of an incident.	\$100 credit on monthly invoice for each instance not reported to ASD/ASB personnel within an hour of occurrence and may result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Vendor response	Vendor shall respond to ASD/ASB 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 ASD/ASB personnel within a four (4) hour period and may result in a below standard VPR being submitted. 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. The agency reserves the right to increase or decrease the number of guards, hours and locations to cope with additional services and emergency situations. If additional guards are needed, the successful vendor **shall** provide the guards at the hourly rate set within any resulting contract.

2.4 REFERENCES

1. Vendors should submit with their bid response, a minimum of three (3) reference letters from clients whom the bidder has provided security guard services within the last three (3) years.
2. The reference account 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.
3. Each letter from the client should include their name, telephone number, including cell phone number if possible, and email address.

2.5 POLYGRAPH EXAMINATIONS

The State 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).

1. The State reserves the right to request criminal background and child maltreatment registry checks, at any time, on all security guard officers to be assigned to any State building. All individuals **shall** have a clean background check (no record) during the contract period and any renewals. These background checks **will** be at no cost to the State of Arkansas and can be requested from the vendor as deemed necessary by the agency 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 State building.
2. The vendor is responsible for completing all criminal background and child maltreatment registry checks on all guards assigned to the ASD/ASB campus and must certify in writing to the agency personnel that these screenings are being conducted. The requirements for pre-employment screenings cannot be less than what ASD/ASB requires.
3. The vendor is responsible for obtaining new/current Arkansas State Police Criminal Background and Child Maltreatment Registry checks on all 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 the agency personnel. The vendor **must** state in writing to the agency personnel that state police background checks have been performed prior to each contract renewal period.
4. The State reserve the right to terminate any resultant contract should evidence show tampering of any background checks.
5. Background checks **must** be current. Current is defined as background reports which are dated and received by the agency 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 ASP criminal background form.

2.7 CONTACT INFORMATION

The vendor **shall** provide the name and phone number of a minimum of two contact persons that can be reached twenty-four (24) hours a day, seven (7) days a week. It is crucial that the vendor respond to the agency within four (4) hours. The vendor **will** be responsible for reporting any cell phone number changes within twenty-four (24) hours.

Contact name and phone number: _____

Contact name and phone number: _____

2.8 VISITORS AND CHILDREN

Visitors or children are not permitted to accompany the vendor while they are performing the duties required as stated in this IFB. A vendor allowing visitors or children in the building should result in a below standard vendor performance report being submitted in accordance with Section 2.2.

2.9 EMPLOYEES

Individuals employed by ASD/ASB are not eligible for employment by the vendor. The vendor **shall**:

1. Provide a list of the employees and their State Police issued identification card that are to be placed at the service location.
2. Agree to replace any personnel who may become incompatible with the State. ASD/ASB **will** be the sole judge of the incompatibility.

2.10 INSURANCE

When requested, the 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 the agency's approval. Each Certificate of Insurance should name AR School for the Blind 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.

2.11 MANDATORY SITE VISIT

ASD/ASB **will** conduct one (1) mandatory site visit. It is suggested that interested bidders:

1. Thoroughly read the IFB prior to the site visit and have any questions prepared to ensure a good understanding of the services required.
2. 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.
3. Arrive before the appointed time. Late arrivals **will not** be permitted to join the site visit. The agency **will not** accept requests to reschedule site visits. Bidders should plan accordingly.

2.12 MANDATORY SITE VISIT DATE AND TIME

Interested bidders **must** sign-in upon arrival at the following building location.

Date: Wednesday, October 5, 2016
Time: 10 a.m. Central Time
Place: Arkansas School for the Blind
Business Office
2606 W. Markham Street
Little Rock, AR 72205
Contact: Melinda Terry @ 501603-3525

SECTION 3 – REQUIREMENTS AND SPECIFICATION OF SERVICES

3.1 GUARD SCHEDULE

The guard schedule for ASD/ASB **will** include, but is not limited to the following:

A. One (1) security guard **will** be assigned as a roving patrol officer. The roving patrol officer **will** patrol the approximately one hundred (100) acre complex on a continuous basis and will be required to utilize the security management system as described in Section 3.10.

Days of week: Sunday through Saturday, including State observed holidays.

Estimated time and hours: 6:00 p.m. to 6:00 a.m. (12 hours per day).

B. One (1) security guard **will** be assigned to the security booth.

Days of week: Sunday through Saturday, including State observed holidays.

Estimated time and hours: 6:00 p.m. to 6:00 a.m. (12 hours per day)

Total estimated hours per year for Security Guard Service for the Deaf and Blind School 8,736 hours

NOTE: A minimum of two (2) guards will be needed to cover the schedule requirements. Guards may alternate their post positions as long as one guard is patrolling the campus and one guard is stationed in the booth.

3.2 OFFICER DUTIES

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

1. Remain on site at all times during their shift and not leave their post until a replacement guard arrives. Guards should not loiter on State property before or after shift hours.
2. Ensure all gates are locked at the beginning of the shift at 6:00 p.m. Gates are to be unlocked by 5:45 a.m. the following work day. **Exception:** gates are to be kept locked on Saturday and holidays or as instructed by the agency.
3. Keep grounds secured: provide **non-stop hourly** security checks through-out the perimeter of the grounds and parking lots especially when state employees are arriving in the morning and leaving in the afternoon. Ensure all state vehicles are secured and locked. The roving officer should not be seated for extended periods of time while on duty with the exception of occasional breaks.
4. Keep approximately thirty-five (35) buildings secured: provide **non-stop hourly** security checks on all buildings. Ensure all exterior doors and windows are secured and locked. Routine inside inspection of state buildings **shall** be performed for security and safety reasons periodically throughout the night. The roving officer should not be seated for extended periods of time while on duty with the exception of occasional breaks.
5. Ensure the protection and safety of students, staff, and clients from any crimes attempted on State property. Guard may be asked to walk staff and students from one building to another during their shift.
6. Comply with regulations for control of persons entering or leaving the grounds and building. Additional regulations may be furnished to the vendor by the agency as part of the Guard Post Orders.
7. Maintain a Daily Activity Report (DAR) recording each security check. In the event of an altercation or violations, a written report should be submitted to the agency within twenty-four (24) hours of the incident.
8. Assist agency personnel in implementation of emergency procedures (fire, vandalism, theft, etc.).
9. Study individual building diagrams for the locations of fire extinguishers and other emergency equipment.
10. Comply with the enclosed "Do's and Don'ts Policy" and any changes throughout the course of any resulting contract or contract renewals.
11. Be knowledgeable of and follow the guard post orders provided by the agency.

3.3 PROTECTION OF PROPERTY

Officers assigned to State 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. 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.
3. Not make copies of keys belonging to the State. Building keys are not to be taken home by vendor or any employees.
4. 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.

3.4 COMPLIANCE WITH BUILDING REGULATIONS

Security Guard Officers shall comply with regulations for control of persons entering or leaving the buildings and grounds. Regulations are to be furnished to the officers by ASD/ASB as part of the Guard Post Orders.

3.5 VENDOR QUALIFICATIONS

The vendor **shall** meet the following qualifications and furnish proof to OSP, when requested.

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 the central Arkansas area.

3.6 SECURITY GUARD QUALIFICATIONS

Prior to assigning any officers to State buildings, the officers:

1. Are licensed with an identification card issued by the Arkansas State Police.
2. Are exempt of all criminal convictions.
3. Retain a valid Arkansas issued driver license or identification or card.
4. Are at least twenty-one (21) years of age.
5. Have a high school diploma or GED or equivalent training as approved by ASD/ASB.
6. Are able to read, write and verbally communicate effectively in English, especially in emergency situations.
7. Meet all requirements for private security guard officers as established by law or regulation prior to assignment.
8. Are trained and familiarized with the grounds prior to being placed on the job.
9. Are 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
10. 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

ASD/ASB and/or OSP reserve the right to request a copy of the drug test report and pre-employment screening at any time. The vendor **must** certify that all drug tests and pre-employment screenings are being conducted on all security guard officers reporting to the ASD/ASB campus. All expenses for drug testing **will** be at the expense of the vendor.

3.7 TRAINING REQUIREMENTS

Training is to 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 State buildings **shall** include, but is not limited to:

1. The satisfactory completion of a minimum of four (4) hours 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 safety instruction should include, but is not limited to:
 - a) Performance of post and special assignments
 - b) Emergency procedures and bomb threats
 - c) Proper use of emergency equipment, i.e., fire extinguishers, fire equipment, gas masks, and respirators
 - d) Legal restrictions on arrest, search, and seizure
 - e) Report writing and field note taking
 - f) Training in appearance, attitude, conduct, and discipline
 - g) Radio/telephone techniques

3.8 VENDOR'S SECURITY GUARD OFFICERS

The vendor **shall** provide supervision to all officers assigned to State property. The vendor **shall** replace any officer who becomes incompatible with the agency and the agency **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
2. The officer **shall** maintain a Daily Activity Report (DAR) and provide the report to the agency personnel by 6:20. The DAR should include, but is not limited to the following:
 - a) time the report is opened
 - b) any unusual events
 - c) time of shift change

- d) time the report is closed.
3. Any incidents of employee endangerment or potentially harmful activity **shall** be reported to the agency 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 the agency as necessary.
4. A supervisor should visit the individual the state 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 the agency's discretion.
5. Officers **shall** refrain from using electronic devices to view movies, videos, or listen to music during their assigned shift.
6. Officers **shall** refrain from engaging in prolonged conversations with employees or clients that interfere with the performance of security duties.
7. Officers **shall** refrain from using cell phones except when used for official security duty related communication.
8. Officers should be bilingual in both English and Spanish.

3.9 OFFICER IDENTIFICATION AND DRESS CODE

All officers assigned to State buildings **shall**:

1. Wear a State issued picture identification card containing their name and the name of the company. The identification card is to be displayed where anyone is able to identify them as a security guard officer.
2. Wear a neat, clean uniform which should include: shirts, trousers, jacket, and rain gear during inclement weather. Uniforms are to be without obvious signs of wear such as stains, holes, tears or fading.
3. Display a professional appearance while on duty.

3.10 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 vendor should purchase, at vendor's own expense, a policy to cover vendor's owned property. The 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. Working cell phones for communication with the guard on foot patrol and the guard stationed in the security booth. The cellular telephone should be of the type and quality to enable voice or text communication from any point on campus. The vendor shall provide the phone number to the maintenance supervisor and is responsible for reporting any changes related to the cell phone number within twenty-four (24) hours.
4. Time clock and time cards approved by the agency. Time cards **will** be submitted to ASD/ASB at the end of each week for verification of hours worked.
5. Orange traffic cones.
6. A computer based security management system. The chosen system must be installed and in operation at both schools 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. The agency **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 the agency 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.

3.11 VEHICLE REQUIREMENTS

The vendor should provide the following:

- a) A working/drivable vehicle or utility vehicle with working patrol lights so that pedestrians will recognize the purpose of the vehicle. The vehicle should be properly identified with company logo/decals.

**SECURITY GUARD
DO'S AND DON'TS**

Do pick up keys to buildings from safe before start of 1st shift. Return them at the end of 2nd shift.

Do check the security e-mail each night before going on duty each shift.

Do turn off lights in buildings where workers forgot.

Do check all external doors of buildings while on duty. When a door is found not secured, include campus location as well as building name.

Do document any windows open and lights left on that are not normally left on for safety purposes.

Do report any outside lights that need replacement bulbs.

Do record workers that stay late or come on campus after hours (other than shift staff).

Do report any mechanical malfunctions found during duty hours.

Do report any thefts or attempted thefts.

Do question and report any suspicious individuals.

Do handle emergencies on campus as long as they can be assisted without going off campus.

Do report any safety hazards found during the night.

Do lock gates each night regardless of weather.

Do report to superintendent any fires that occur on either campus even if it is a false alarm.

Do e-mail a daily guard report to the appropriate e-mail addresses requested by ASD/ASB.

Do document your activities and keep detailed reports for the School for the Deaf and/or the School for the Blind.

Don't forget to return them back each morning to safe after shift is finished.

Don't forget to check the security e-mail first upon arrival.

Don't assume that worker forgot, check it out, someone may be inside (report their name).

Don't assume that all doors are locked. Also, it would help to document the time a building is secured for our records.

Don't assume that maintenance or someone else will be coming back unless a note is posted or verbally informed.

Don't assume that another source will report the malfunctioning lights.

Don't assume they are employees until they show proof of employment.

Don't assume the school is already aware of the mechanical malfunction.

Don't assume an incident is insignificant. All violations should be reported.

Don't be unruly when questioning neighborhood bikers, joggers and walkers.

Don't leave the campus unless it's a life-threatening situation.

Don't assume that the day shift will notice the hazard the following day.

Don't forget to unlock the gates before going off duty during normal work hours. (refer to service book gate section page)

Don't call the fire department unless you see fire or see and/or smell smoke.

Don't forget to e-mail a report daily to addresses requested by ASD/ASB.

Don't forget to keep the facts straight as to which school and/or building that you are reporting on.

Do collect all cell phones and books from the bus drivers on Friday nights and deposit the books inside the Transportation building or other designated area after all routes are complete.

Do lock gates except guard shack entrance at 6:00 p.m. unless a ballgame or other activity is scheduled.

Do record license plates of individual's vehicle driven on campus that you don't know and will not stop at the guard shack (excluding ballgames and other special events).

Do check parked state vehicles to ensure that all doors and windows are locked/closed including buses (we understand that bus doors do not have locks).

Do maintain keys in good working order at all times. Inspect keys daily for proper count.

Do clock in and clock out each night and adhere to the time clock regulations.

Don't forget to collect all books, bags and cell phones from chaperons & bus drivers on nights when they return to campus from bus routes. Don't forget to take all collected items to the Transportation building.

Don't forget to lock gates except entrance to guard shack at 6:00 p.m. while making rounds (except during ball games).

Don't assume vehicles driven on campus are employees and friends. Ask drivers for a driver's license or picture ID and record their name, address and license number if suspicious.

Don't assume that state vehicles and buses windows and doors are closed/locked.

Don't forget to report in your security report any door that will not open with the master keys in your possession.

Don't forget to punch your time card on arrival and departure of our campuses.

**MANDATORY SITE TOUR FORM
AR SCHOOL FOR THE DEAF AND
AR SCHOOL FOR THE BLIND**

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.

SITE TOUR DATE AND TIME: Wednesday, October 5, 2016 at 10 a.m. Central Time.

MEETING LOCATION: Arkansas School for the Blind
Business Office
2606 West Markham Street
Little Rock, AR 72205

Bidders may contact Melinda Terry @ 501-603-3525 for directions to the Business Office.

THIS IS TO VERIFY THAT:

_____ with _____
Representative Name Company Name

HAS COMPLETED A SITE VISIT AT THE LOCATION SHOWN BELOW:

LOCATION	SIGNATURE OF AGENCY REPRESENTATIVE	DATE SIGNED
AR School for the Deaf & Blind 2400 and 2606 W. Markham Little Rock, AR 72205		

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

Item	Description	(a) Estimated Hours per Year	(b) Price/Hour	(a) x (b) Estimated Total Cost Per Year
1	Two (2) Unarmed Security Guard Officer for AR School for the Deaf & AR School for the Blind	8,736	\$ _____	\$ _____



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: _____ Phone: _____
Full Name of Agency

Mailing Address: _____
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 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 commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **will** be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished **will** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
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.