



Term Contract

Vendor No. 100079231
Contact Charles Harp
Your reference SP-08-0184

INTERSTATE BRANDS CORP INC
400 MONROE AVE
MEMPHIS TN 38103-3212

Contract No. 4600014603
Date 12/19/2007

Contact Kurtis Markish
Telephone 501-324-9322
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:Ship To:

INTERSTATE BRANDS CORP INC
400 MONROE AVE
MEMPHIS TN 38103-3212

Valid from: 01/03/2009

Valid to: 01/02/2010

REFERENCE TRACKING NUMBER SP-08-0184

COMMODITY: Bread

CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: January 03, 2009 THROUGH January 02, 2010

This contract may be extended for six (6) one year extension periods if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

Price Escalation

For the initial contract period all prices shall be firm through January 02, 2009. It should be noted that price decreases will be expected, and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available before contract renewal. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

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Purchasing Official/Fiscal Officer

01/02/09
Date



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In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations? In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by February 01, 2009 to cover orders placed during the first 12 months of this contract.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

BIDDER COMPANY NAME: Interstate Brands Dales Corporation

CONTACT NAME/TITLE: John Huffman
ADDRESS: 400 Monroe Ave
Memphis, TN. 38103
TELEPHONE: (901) 251-1060
Fax (901) 526-1404
Email harp_charles@interstatebrands.com

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and

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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.

MINORITY BUSINESS POLICY:

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

ACT 157 OF 2007 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 its contract with the State. Bidders shall certify online at:

http://www.arkansas.gov/dfa/procurement/pro_index.html

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INVOICE TO: VARIOUS

F.O.B.DESTINATION: AS SPECIFIED BY AGENCY Purchase Order

AGENCIES:

Omega Center
104 Walco Lane
Malvern, AR 72104

Depaertment of Corrections
Mississippi County
Meadows Road
Luxoraq, AR 72358

DHS Human Development Center
150 East Siebenmorgan Rd
Conway AR 72032

Arkansas Veteran's Home
Little Rock, AR 72204

4701 W. 20th

S.W. AR Community Punishment Center
Texarkana, AR 75502

506 Walnut

NORTHWEST ARKANSAS
COMMUNITY PUNISHMENT CENTER
1351 CYRO ROAD
OSCEOLA, AR 72370

Pulaski Technical College
3000 West Scenic Drive
North Little Rock AR. 72118

SOUTHEAST ARKANSAS
COMMUNITY PUNISHMENT CENTER
7301 WEST 13TH STREET
PINE BLUFF, AR 71602

UAMS
Little Rock

CENTRAL ARKANSAS
COMMUNITY PUNISHMENT CENTER
4823 WEST 7TH STREET
LITTLE ROCK, AR 72204

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Arkansas State Police
Little Rock AR. 72204

ARKANSAS LAW ENFORCEMENT
TRAINING ACADEMY
EAST CAMDEN, AR 71701

P.O. BOX 3106

Arkadelphia Human Development Center
P.O. Box 70
Arkadelphia, Arkansas 71923

1 Prator Drive

AR. State Police Academy
Little Rock AR. 72209

HUMAN DEVELOPMENT CENTER
JONESBORO UNIT
4701 COLONY DRIVE
JONESBORO, AR 72401

HUMAN DEVELOPMENT CENTER
WARREN UNIT
1 CENTER CIRCLE
WARREN, AR 71671

HOT SPRINGS REHAB CENTER
P.O. BOX 1358
105 RESERVE
HOT SPRINGS, AR 71901

AR HUMAN DEVELOPMENT CTR
BOONEVILLE UNIT
HWY 116 SOUTH
BOONEVILLE, AR 72927

SCHOOL FOR THE DEAF
2400 WEST MARKHAM
LITTLE ROCK, AR 72203

SCHOOL FOR THE BLIND
2600 WEST MARKHAM
LITTLE ROCK, AR 72203

HUMAN DEVELOPMENT CENTER
ALEXANDER UNIT
PO BOX 320
ALEXANDER, AR 72002

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ARKANSAS HEALTH CENTER
6701 HWY 67 H CENTER
BENTON, AR 72015-8489

South East AR. Hum. DELV. Ctr.
Warren AR. 71667

S.E.A.C.C.P
Pine Bluff AR. 71603

DEPARTMENT OF CORRECTION
LEE COUNTY CORR FAC
324 LEE
BRICKEYS, AR 72320

DEPARTMENT OF CORRECTION
N.W. AR WORK RELEASE
403-B HUNTSVILLE
SPRINGDALE, AR 72764

North West Work Release Unit
P.O. Box 8707
Pine Bluff AR. 71611

Benton Work Release Ctr
Pine Bluff AR 71611

P.O. Box 6408

DEPARTMENT OF CORRECTION
DELTA REGIONAL UNIT
RT 1 BOX 12
DERMOTT, AR 71638

DEPARTMENT OF CORRECTION
NORTH CENTRAL UNIT
HC62 BOX 300
CALICO ROCK, AR 72519

NWACCC

CACC
Little Rock

SW AR DOCC
Texarkana

Ar Dept of Comm. Corr

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105 West Capitol

Little Rock AR 72201

Mid-South CC
2000 West Broadway
West Memphis AR. 72301

DHS Human Development Center
150 East Siebenmorgan Rd
Conway AR 72032

DEPARTMENT OF CORRECTION
BENTON SERVICES
6701 HWY 67
BENTON, AR 72015

ASU
Jonesboro

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10001096 BREAD, WHITE, LOAF, SANDWICH, THIN 24 SL	358,000	each	0.80	\$ 286,400.00
0020	10100463 BREAD, WHEAT, LOAF	25,000	each	1.00	\$ 25,000.00
0030	10101173 BREAD,WHEAT,REDUCED CALORIE 16.OZ PK	30,000	each	1.00	\$ 30,000.00
0040	10122464 BREAD,KOSHER	31,500	each	1.20	\$ 37,800.00
0050	10100467 BREAD, RYE,SLICED	1,600	each	1.20	\$ 1,920.00
0060	10101475 BREAD,TEXAS TOAST,14SLICES/LOAF	23,070	each	1.03	\$ 23,762.10
0070	10100462 BREAD,FRENCH OR VIENNA,26 SLICED	25,400	each	0.96	\$ 24,384.00
0080	10101192 BREAD,FRENCH,16 OZ.APPROX.18"LNG	2,000	each	0.96	\$ 1,920.00
0090	10100548 BREAD,RAISIN,SLICED,16OZ	2,800	each	2.05	\$ 5,740.00
0100	10100464 BUNS,HOT DOG,6",14OZ	51,000	each	0.70	\$ 35,700.00
0110	10101216 BUN,HAMBURGER,12/PKG. 23 OZ	20,000	each	0.95	\$ 19,000.00
0120	10100561 BUNS,SANDWICH,READY TO SERVE	9,500	each	1.18	\$ 11,210.00

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0130	10100468 ROLLS, MULTI EARTH GRAIN,WHEAT	1,000 each	2.26	\$ 2,260.00
0140	10100849 ROLLS,BROWN & SERVE,12 CT/11 OZ.	10,000 each	1.00	\$ 10,000.00
0150	10101292 BUN,HAMBURGER,8/PKG.,MIN WT 14OZ	4,000 Pack	0.70	\$ 2,800.00
0160	10101236 BUN, HAMBURGER,8/PKG,4"DIA.WHOLE WH	1,000 each	1.00	\$ 1,000.00
0170	10101250 MUFFIN, ENGLISH,6/PKG.,12 OZ.	2,500 each	1.05	\$ 2,625.00
0180	10101254 BUN,HOT DOG,FOOT LONG,18 OZ. 6 PKG	2,000 Pack	1.00	\$ 2,000.00
0190	10101253 ROLL, WHEAT,SOFT, 10/1 1/2 OZ.12PK	1,500 each	1.10	\$ 1,650.00
0200	10101256 ROLL,DINNER,READY TO SERVE,20 OZ.	2,000 each	1.10	\$ 2,200.00
0210	10001115 ROLL, STEAK, 8", 6PK	1,500 each	1.18	\$ 1,770.00
0220	10101218 BUN, HOAGIE, 8CT.,26 OZ	6,000 each	1.18	\$ 7,080.00
0230	10101257 CAKE,CUP,TWINKIES OR ASSORT.EQUAL	1,500 Pack	0.43	\$ 645.00
0240	10101040 CAKE, SPONGE, DESSERT SHELLS,4/PKG.	2,000 each	0.87	\$ 1,740.00
0250	10001082 ANGEL FOOD CAKE, 18OZ, ROUND	1,500 each	2.24	\$ 3,360.00
0260	10101005 BUN, HAMBURGER,12/PKG.W/SESAME SEED	3,500 each	0.95	\$ 3,325.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0270	10100962 ROLL, CINNAMON, 6/PKG.MIN.WT.14 OZ.	1,000 each	1.12	\$ 1,120.00
Estimated Net Value				546,411.10

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STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offeror 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

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with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.

13. **Firm Contracts:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

14. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

15. **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.

16. **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.

17. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering

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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.

19. 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.

20. 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.

21. 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.

22. 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.

23. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

24. 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.

25. 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.

26. 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

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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 there under 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.

27. 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.

28. 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.

29. 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.

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