



STATE OF ARKANSAS
TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATION
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-20-0016	Solicitation Issued:	11/05/2019
Description:	K-12 Emergency Alert Mobile Application System		
Agency:	Arkansas Public Schools		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	December 3, 2019	Response Opening Time:	2:00 p.m., Central Time
Responses to this Request for Qualification must be received at the Office of State Procurement on or before the opening date and time. It is not necessary to return "no bids" to OSP.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Response's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of response opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Miranda Tucci	Buyer's Direct Phone Number:	501-371-6054
Email Address:	miranda.tucci@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- Do not provide responses to items in this section unless specifically and expressly required.

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of Arkansas Public Schools to establish a Qualified Vendors List (QVL) containing a selection of Prospective Contractors qualified to provide an Emergency Alert Mobile Application System to Arkansas Public Schools grades Kindergarten through 12th. Prospective Contractors listed on the resultant QVL will be eligible to contract with Arkansas Public Schools, as requested, to provide them with a K-12 Emergency Alert Mobile Application System.

1.2 RESULT OF THE RFQ

- A. As a result of this RFQ, OSP intends to establish a QVL consisting of multiple qualified Contractors from whom school districts may select the Contractor who offers the district an Emergency Alert Mobile Application System that the district determines best meets its needs.
- B. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that absent an agreed amendment in writing, it will honor the pricing submitted with its response as being binding for the calendar year following its publication.
- C. The initial term of any contract resulting from this RFQ may be as long as four (4) years, but contracts entered into as a result of this RFQ may only be renewed for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate term of seven (7) consecutive years.

1.3 QUALIFIED VENDOR LIST SELECTION

All Prospective Contractors meeting the Requirements and Response Submission Requirements of this RFQ will be included on the QVL.

1.4 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact for Prospective Contractors to ask questions regarding the RFQ throughout this solicitation process.

1.5 RESPONSE OPENING LOCATION

Responses will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.6 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFQ to be considered a responsive Prospective Contractor.
- B. Prospective Contractor's response will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ.

1.7 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Alert App Administrator" means an individual employed with the Arkansas State Public School System to manage the Alert App at a school or district level for all Alert App Users located within their jurisdiction.

- C. "Alert App Users" means anyone who utilizes the Alert App on their phone, tablet, or computer.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. "First Responders" means someone who is designated or trained to respond to an emergency and includes but is not limited to 911 and local fire and law enforcement agencies.
- F. "Prospective Contractor" means a person who submits a response to this solicitation.
- G. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- H. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- I. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- J. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- K. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- L. "State Holidays" means days when state employees are on holiday leave. A list of those dates can be found here: <https://www.sos.arkansas.gov/news/state-holiday-calendar/>
- M. OSP will answer questions and attempt to clarify any questions about the terms and language of this RFQ as indicated in this RFQ's *Clarification of Bid* section.

1.8 **RESPONSE DOCUMENTS**

A. Original Qualifications Response Packet

1. The following items are Response Submission Requirements and **must** be submitted as hard copies in the original *Qualifications Response Packet*. Response **must** be in the English Language.
 - a. Original signed *Response Signature Page*.
 - b. Certificate of Good Standing from the Arkansas Secretary of State's Office.
 - c. Pricing Structure Document. (See *Pricing Structure*.)
 - d. Completed Business Contact Information Form.
 - e. Completed and signed *Contract and Grant Disclosure Form EO 98-04* (See *Standard Terms and Conditions, #27. Disclosure*.) This document is posted as a separate document along with this RFQ.
 - f. Copy of Prospective Contractor's Equal Opportunity Policy. (See *Equal Opportunity Policy*.)
2. The following items should be submitted in the original *Qualifications Response Packet*.
 - a. Voluntary Product Accessibility Template (VPAT). (See *Technology Access*.)
 - b. Proposed Subcontractors Form. (See *Subcontractors*.)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Qualifications Response Packet*

In addition to the original *Qualifications Response Packet*, the following items should be submitted:

1. Additional Copies of the *Qualifications Response Packet*
 - a. One (1) complete hard copy (marked "COPY") of the *Qualifications Response Packet*.
 - b. One (1) electronic copy of the *Qualifications Response Packet*, preferably on a flash drive and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original copy. In case of a discrepancy, the original copy governs.
 - d. If OSP requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted (marked "REDACTED") copy the original *Qualifications Response Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
 - *Response Signature Page.*
 - *Certificate of Good Standing from the Arkansas Secretary of State's Office*
 - *Pricing Structure Document*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if Applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*

1.10 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before November 13, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 - For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on November 20, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.

- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the response opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.11 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Qualifications Response Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* may cause the Prospective Contractor's response to be rejected.

1.12 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. Each Prospective Contractor agrees that it **shall not** use a subcontractor other than the subcontractor proposed in the Prospective Contractor's response without prior approval by the public procurement unit that contracts with the Contractor.

1.13 PRICING STRUCTURE

- A. As a Response Submission Requirement, Prospective Contractors **shall** provide the pricing structure associated with the Alert App service in their *Qualifications Response Packet*.
- B. The pricing structure document provided will not be evaluated or scored but is a condition of being accepted for inclusion on the QVL. By submitting a response to this RFQ, Prospective Contractors evidence their agreement that they **shall** be bound by the prices that they submit for the initial term of any contract that results from this RFQ. Contractors remain free to offer better pricing than what is provided in response to this RFQ.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate Appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents will be presumed to be public records subject to the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other Applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to establishing any QVL, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation become part of any contract resulting from this RFQ.
- D. The State has the right to establish or not establish a QVL, if it is in the best interest of the State to do so.
- E. As requested, provide clarification regarding Prospective Contractor's response to OSP.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple responses.

1.17 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the response opening may extend the response opening and may or may not include changes to the Bid Solicitation.

- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to response opening.

1.18 QUALIFICATION PROCESS

- A. OSP will review each *Qualification Response Packet* submitted by the response deadline to verify that all Requirements and Response Submission Requirements to the RFQ have been met.
- B. Prospective Contractors whose responses meet the Requirements and Response Submission Requirements of this RFQ will be included on the initial QVL.
- C. The State Procurement Official reserves the right to reject a response if it does not meet Requirements, fails to provide Response Submission Requirements, or if is in the best interest of the State to do so.
- D. Anticipation to Award QVL
1. Once the successful qualified vendors have been determined, the QVL will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
 2. The QVL will be posted for a period of fourteen (14) days prior to the issuance of a QVL. Prospective Contractors are cautioned that these are preliminary results only, and a QVL will not be issued prior to the end of the fourteen-day posting period.
 3. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated QVL.
- E. Issuance of a Contract
1. Any contract resulting from the QVL that meets the requirements of Arkansas Code Ann. § 19-11-265 **shall** be subject to Legislative review.
- F. OSP will be responsible for the establishment of a QVL and Schools will be responsible for the establishment and administration of any contract resulting from the QVL.

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

1.20 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. In order to assist schools with the contracting process occurring subsequently to the QVL's establishment, Prospective Contractors **shall** submit *EO Policies* with the Response Packet.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.

- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.23 PAST PERFORMANCE

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

1.24 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software Applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and Applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software Applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software Applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display Appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been Approved by the Governor’s Office Apply to this solution.

1.26 VISA ACCEPTANCE

- A. Those Prospective Contractors listed on the QVL should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

- A. Do not discuss the solicitation nor your response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s response to be rejected.

1.28 RESERVATION

The State will not pay costs incurred in the preparation of a response.

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of Arkansas Public Schools (hereinafter referred to as “Schools”) to establish a Qualified Vendors List (QVL) containing a selection of Emergency Alert Mobile Application Solutions (hereinafter referred to as “Alert App”) each containing its own functionality, capabilities, and price points.

Arkansas Public School System consists of 1,046 Schools within 238 districts and as is the case with many schools located around the nation, it continues to face a wide array of safety compromising incidents each year. Prospective Contractors listed on the resultant QVL will contract with Arkansas Public Schools, as requested, to provide the K-12 Emergency Alert Mobile Application System.

The State is seeking to facilitate an option of emergency notification and communication systems that will:

- Be quickly activated with alerts to faculty, staff, and First Responders simultaneously during emergency situations.
- Inform First Responders about the location and nature of the emergency automatically.

Being listed on the resulting QVL is not a guarantee the Prospective Contractor will be contracted with an Arkansas Public School. The intent of the resulting QVL is to provide an expedited process and vehicle for Arkansas Public Schools to contract with Prospective Contractors, prequalified via the RFQ process, as the need for an Alert App arises.

2.2 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **must** currently be able to provide a working K-12 Alert Mobile Application System.
- B. The Prospective Contractor’s proposed Alert App **must** be currently in use and **must** have been implemented within the last 12 months by at least one (1) client.
- C. The Prospective Contractor **shall** be registered and in good standing with the Arkansas Secretary of State’s Office.

2.3 GENERAL REQUIREMENTS

- A. The Contractor **shall**:
 1. Provide Schools with set-up, configuration, installation, programming, customization, and testing for the Alert App as requested at the pricing provided in the response to this RFQ or better.
 2. Maintain the Alert App by providing updates, general support, and technical support.
 3. Maintain all servers and data associated with the Alert App and perform all actions necessary for proper functioning of the Alert App from within the continental United States of America.
 4. Provide the hardware, software, and network support related to the Alert App.
 5. Provide adequate and detailed training to selected School personnel in a “train-the-trainer” format.
 6. Provide training to emergency communications personnel (911 dispatch) in accordance with Arkansas Commission on Law Enforcement Standards and Training (ACLEST) standards.

2.4 KEY PERSONNEL

- A. As a Response Submission Requirement, the Prospective Contractor **shall** identify at least one phone number or other point of contact for School personnel interested in contacting the Contractor. The Prospective Contractor **shall** provide this information on the Business Contact Form included in the Qualifications Response Packet.
1. Contractors **shall** provide Schools with adequate support coverage for Alert App Users and the School's initial set-up, configuration, and training that will occur after a contract is put in place.
 2. Contractors **shall** (at a minimum) be available and responsive to contracted Schools on Business Days from 8:00 a.m. until 5:00 p.m., Central Time.
- B. Upon any change in contact information, the Contractor **shall** provide OSP and each Alert App Administrator with updated contact information and notify Alert App Administrators in writing of the change as soon as reasonably possible.
- C. Each Contractor **shall** provide representatives who are competent and knowledgeable in the administration, management, and implementation of the Alert App.

2.5 K-12 STANDARD EMERGENCY ALERT MOBILE APPLICATION SYSTEM

- A. The Contractors Alert App **must**:
1. Be free to download, user friendly, and capable of working across multiple devices and operating systems including but not limited to Apple and Android smart phones and tablets.
 2. Allow Alert App Users to obtain full, uninterrupted use while utilizing Wi-Fi and / or cellular network service connection and **must not** rely solely on Wi-Fi to operate.
 3. Have the functionality to provide School officials (i.e., Superintendents and Principals) with the authority to identify multiple Alert App Administrators who **must** be able to assign specific roles, rights, and responsibilities to Alert App Users at their respective School or district.
 4. Have the functionality to Provide the Alert App Administrators with access to make changes within the Alert App System to include but not limited to the following:
 - a. Adding and / or removing users, access levels, and roles.
 - b. Loading the preferred first responder contact information in to the Alert App notification options.
 5. Provide a direct, real-time, and instantaneous connection to 911 and the local First Responders selected by Schools while simultaneously alerting district administration and/or other identified stakeholders.
 6. Provide a safeguard against accidental alerts being initiated.
 7. Include the functionality which allows App Administrators to choose which First Responders may be contacted when alerts are initiated.
 8. Provide Schools the ability to create and maintain safety profiles which **must** be made available to First Responders and 911 operators, including but not limited to:
 - a. School type (elementary, middle, high)
 - b. School address
 - c. School Administrator(s) contact information (school security officer, school principal, etc.)
 - d. All School access points, campus layout, and up to date floor plans including outdoor spaces

- e. School District personnel contact information
 - f. Number of school occupants
 - g. Emergency Action Plans
9. Come equipped with unlimited geofencing capabilities to pinpoint the location of where alerts are initiated.
 10. Provide the same alert capabilities across the entire school campus including all outdoor spaces used by the School.
 11. Include security safeguards to prevent access by unauthorized users.
 12. Provide a user-friendly password protected mechanism where by Alert App Administrators can update, customize, and manage the mobile Alert App user roles without intervention from the Contractor or a third party. For example: a web-based portal.
 13. Be available to all Alert App users without interference or an interruption of service.
- B. The Contractor **shall**:
1. Keep all Alert App related systems current and up to date.
 2. Provide scheduled and unscheduled Alert App maintenance and updates at no additional cost.
 3. Schedule maintenance and upgrades at a time with the least impact to the Alert App User.

2.6 K-12 EMERGENCY ALERT MOBILE APPLICATION SYSTEM ADD ON OPTIONS

- A. In addition to the Standard Emergency Alert Mobile Application System, the Contractor may, for additional consideration, provide additional Alert App Features as add-ons to its basic or standard Alert App solution, such as:
1. Two-Way Communication that allows students to send anonymous text tips (e.g. bullying and threats) directly to School security personnel or other School personnel as determined necessary by the School, without requiring other third-party Alert Apps or vendors.
 - a. The Contractor **shall** coordinate and provide training to students and staff regarding what is appropriate to be reported using two-way communication.
- B. Internal Alert Capabilities which **must** provide instantaneous alerts and communications between School personnel within their School organization without alerting First Responders.
- C. Integration with existing or future video surveillance and security systems located on the School campus that allows situational awareness.
- D. Shot detection technology.

2.7 TRAINING

- A. As part of the implementation, set-up, and configuration of the Alert App, each Contractor **shall**, at no additional cost beyond that identified in its response to this RFQ:
1. Within thirty (30) calendar days of the execution of any contract resulting from the QVL (or as otherwise agreed in writing by the School district and the Contractor), the Contractor **shall** provide in person training to selected School staff in a train-the-trainer format. Training **must** be scheduled independently with the School at a time mutually agreeable to both parties.
 2. The Prospective Contractor **shall** provide the training necessary to thoroughly and comprehensively train School personnel to fully utilize the Alert App system.

2.8 TECHNICAL SUPPORT

- A. The Contractor **shall**, at a minimum, provide Representatives for telephone technical support Monday through Friday between 8:00 am and 5:00 pm CST, excluding State Holidays.

2.10 PROPERTY RIGHTS

- A. Upon expiration or termination of any contract resulting from this RFQ, the Contractor **shall** transfer property rights of all deliverables (intellectual and tangible) to the State and **shall not** hold ownership or an intellectual property claim to any deliverable associated with the State's account including but not limited to any digital floor plans created or used in conjunction with the services provided.
- B. The Contractor **shall** maintain and transfer all data, digital files, and deliverables associated with the State to the State within sixty (60) calendar days of the expiration or termination date of any resulting contract and **shall** be the exclusive property of the State.
- C. The Contractor **shall not** utilize any portion of the data, digital files, or deliverables for any other purpose outside of the performance of a resulting contract.

2.11 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Table 1: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has 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. Changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.
- I. Schools reserve the right to add and negotiate additional Performance Standards prior to executing any contract resulting from this RFQ.

TABLE 1: PERFORMANCE STANDARDS

CRITERIA	PERFORMANCE STANDARD	DAMAGES
Representatives	Contractor provides customer service that is available and responsive to Schools on Business Days from 8:00 a.m. to 5:00 p.m. Central Time.	10% credit on the next invoice generated for each instance during the billable period whereby the Contractor fails to provide customer service to the State.
	Contractor updates Representative contact information as stated in the RFQ	10% credit on the next invoice generated for each instance during the billable period whereby the Contractor fails to provide updated contact information to the State.
Training	Within thirty (30) calendar days of contract execution (or other period agreed to by the Contractor and the School), the Contractor provides in person training for each contracted School.	10% credit on the next invoice generated for each instance whereby the Contractor fails to provide training as specified in the RFQ.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 QUALIFICATIONS RESPONSE PACKET REVIEW

- A. On a pass/fail basis, OSP will review each Qualifications Response Packet submitted by the response deadline as listed on page one (1) of the RFQ to verify Requirements and Response Submission Requirements have been met.
- B. The resulting QVL will be comprised of those Prospective Contractors meeting the Requirements and providing the Response Submission Requirement documents specified in this RFQ.
- C. Prospective Contractors whose responses meet (pass) all Requirements and Response Submission Requirements of this RFQ will be included on the initial QVL.
- D. Prospective Contractors whose responses do not meet (fail) the Requirements or Response Submission Requirements of this RFQ may be rejected at the State's discretion.
- E. The State Procurement Official reserves the right to reject a response if it does not meet Requirements, if any of the Response Submission Requirement documents are omitted, or if is in the best interest of the State to do so.

3.2 CONTRACTING PROCESS

- A. Arkansas Public Schools interested in contracting with a Contractor listed on the QVL may call the contact number provided by the Contractor on the QVL.
- B. Schools are not required to procure a K-12 Emergency Alert Mobile Application System from Prospective Contractors listed on the resulting QVL. The QVL only exists as a prequalified option made available to Schools as a convenience.
- C. Schools will select a qualified vendor based on the product offered, pricing, or other factors as determined by the School.
- E. Prospective Contractors **shall** accept Purchasing Entities purchase orders as sufficient documentation and authorization to purchase under a contract awarded under the terms of the QVL.

3.3 PROSPECTIVE CONTRACTOR ACCEPTANCE OF REVIEW TECHNIQUE

- A. Prospective Contractor **must** agree to the review processes and procedures as defined in this solicitation.
- B. The submission of a *Qualifications Response Packet* signifies the Prospective Contractor's understanding and agreement that some subjective judgments may be made during review.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. The Contractor **shall** forward all invoices to the Purchasing Entity as requested for each project.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the Purchasing Entity in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The Purchasing Entity's Purchase Orders Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this RFQ may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State will not:
 1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not Appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses, or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

4.3 **CONDITIONS OF CONTRACT**

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

4.4 **STATEMENT OF LIABILITY**

- A. Each Contractor **shall** retain total liability for its equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. Absent malice supporting punitive damages, the Contractor's liability to the State for damages under any contract resulting from this RFQ will be limited to the value of the contract. The foregoing limitation of liability will not Apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not Apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Each Contractor understands and agrees that nothing in this RFQ is reasonably understood as waiving the state's right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 **RECORD RETENTION**

- A. Each Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to any contract awarded as a result of this RFQ in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, each Contractor **shall** grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Each Contractor **shall** make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION**

- A. Requests for price increases may be considered at the time of contract renewal after the initial term.
- B. The Contractor **must** provide the State with a written request for any price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is warranted. The State has the right to require additional information pertaining to any requested increase.
- C. Increases will not be considered to increase profit margins.
- D. The State has the right to approve or deny any request for a price increase.

4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

4.9 **CANCELLATION**

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

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 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 Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all Applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 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 Contractor.
- 10. **AMENDMENTS:** Prospective Contractor's responses 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 Contractor. 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 Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written Approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior Approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 Contractors 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 bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree 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 solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall 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 Contractor **shall** state that all qualified Applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response Signature Page* for this solicitation, 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.
25. **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.