

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

REQUEST FOR QUALIFICATIONS (RFQ)

Bid Number: SP-09-0022

Buyer: Renee Gates, CPPB

Commodity: Qualifications to Provide Air Quality Modeling

Bid Opening Date: September 5, 2008

Date: July, 31, 2008

Bid Opening Time: 1:30 PM CDT

QUALIFICATIONS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE NUMBER, DATE AND HOUR OF THE 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, FEDEX, DHL DELIVER MAIL TO OUR STREET ADDRESS, 1509 W. 7TH STREET, ROOM 300, LITTLE ROCK, AR 72201-4222, ON A SCHEDULE DETERMINED BY EACH INDIVIDUAL PROVIDER. THESE PROVIDERS WILL DELIVER TO OUR OFFICES BASED SOLELY ON OUR STREET ADDRESS.

MAILING ADDRESSES:

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

BID OPENING LOCATION:

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

Company Name:

Name (type or print):

Title:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

Identification:

*	*
Federal Employer ID Number	Social Security Number

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION: The agency is accepting proposals for a contractor to assist in a variety air quality modeling and analysis project(s).
TYPE OF CONTRACT: Term
BUYER: Renee Gates, renee.gates@dfa.state.ar.us

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 Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

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 contact 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 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.

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

ALTERATION OF ORIGINAL DOCUMENTS

The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. If Vendors/Contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendors response shall be declared as "non-responsible" and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to the RFQ. In signing and submitting its RFQ response, a vendor 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 requirement, shall be ground for rejecting a Request for Qualifications.

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.

ANTICIPATION OF AWARD

After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. 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 this policy, The Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at (http://www.arkansas.gov/dfa/procurement/pro_index.html).

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION:

Vendors are invited to prepare and submit proposals in order for the state to select a qualified vendor for air quality planning projects involving regional-scale air quality modeling and analysis. The modeling and analyses will be used to meet programmatic requirements related to implementation of the federal National Ambient Air Quality Standards (NAAQS) for ozone (O3) and fine particulate matter (PM2.5), demonstrations of progress in achieving federal regional haze program goals, and other air quality issues.

1.1 BACKGROUND

The Arkansas Department of Environmental Quality (ADEQ) is accepting proposals for a contractor to assist the Department in a variety air quality modeling and analysis projects.

The projects will likely include, but may not be limited to the following:

- 1) conducting local and regional-scale photochemical modeling and analysis for ozone as a means of addressing non-attainment issues within the State, under both the 1997 and 2008 NAAQS.
- 2) conducting local and regional-scale modeling as needed to assess compliance with the PM2.5 NAAQS.
- 3) regional-scale particulate modeling and analyses related to progress in achieving federal regional haze program goals.
- 4) assessments of episodic O3 and PM2.5 pollution.

1.2 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document.

1.3 ISSUING AGENCY

This Request for Qualifications (RFQ) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Environmental Quality, herein referred to as "Agency", "Department", or "ADEQ". The State Procurement Official is the sole point of contact in the State of Arkansas for the selection process Renee Gates, buyer; telephone number 501-371-6066, email address: renee.gates@dfa.state.ar.us. For technical information, vendors may contact Mark McCorkle at ADEQ, (501) 682-0736.

1.4 CAUTIONS TO VENDORS

Only proven experience in this field of discipline will be considered.

- A. During the time between the proposal opening and contract award, Vendor will not initiate contact with the issuing office or requesting Agency concerning this RFQ. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the RFQ stating first the paragraph number, the specification, and then the vendor's response.
- C. Vendors must submit signed one (1) original proposal on or before the date specified on page one of this RFQ. The vendor must submit four (4) copies of the proposal, one (1) of which must be an electronic version, preferably in MS Word format, on CD or Floppy disk. Two (2) copies of referenced or otherwise appropriate descriptive literature must accompany the submitted proposal. **Do not include any pricing in the RFQ.** Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours.
- D. For a RFQ to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal that is submitted.
- E. All official documents and correspondence shall be included as part of the resultant contract.
- F. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFQ, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - 1) Failure of the vendor to submit proposal(s) on or before the deadline established by the issuing office.

- 2) Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
- 3) Failure to provide the performance bond.
- 4) Failure to sign the Official Proposal.
- 5) Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFQ.
- 6) Failure of any proposed services to meet or exceed the specifications as outlined in this RFQ.

1.5 TERMS AND CONDITIONS OF PROPOSAL

- A. The term of the contract shall be for three (3) years with an option to renew two (2) additional times in two (2) year increments or a portion thereof.
- B. All invoices shall be forwarded in duplicate to the:
Arkansas Department of Environmental Quality
Attn: Accounts Payable
5301 Northshore Drive
North Little Rock, AR 72118-5317
Each invoice must show an itemized list of charges by type of service.
- C. 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 reliability and effectiveness of each service as a whole.
- D. To be considered, vendors must include as part of their proposal all of the provisions of the RFQ. An official authorized to bind the vendor to the resultant contract must sign bids.
- E. The Office of State Procurement will not sign any documents that include terms or conditions other than those outlined in this RFQ.
- F. The successful vendor 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 this contract which in any manner affect the completion of the work. The successful vendor and surety shall indemnify and save harmless the Agency 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, representative, or subcontractor of the successful vendor.
- G. The vendor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- H. Financial and accounting records must be 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.

1.6 RFQ FORMAT

Any statement in this document that contains the word "**must**" "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the vendor to satisfy that intent will cause the proposal to be rejected. It is requested that vendors respond to each item or paragraph of the RFQ in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgment; no response will be interpreted as an affirmative response.

References to handbooks or other technical materials as part of a response must not constitute the entire response and must identify the specific page and paragraph being referenced.

1.7 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening. Should a bidder require non-disclosure of a document, said documents must be clearly marked as proprietary information and submitted separately sealed from the proposal response.

1.8 RESERVATION

This RFQ does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

1.9 SCHEDULE OF EVENTS

Bid Opening: September 5, 2008@ 1:30 PM RFQ must be received at OSP.

Selection of Provider: September 10, 2008

1.10 CLARIFICATION OF RFQ AND QUESTIONS

There will not be a formal questions and answer period on this RFQ. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Procurement questions contact the buyer, Renee Gates, 501-371-6066. Technical questions contact Mark McCorkle AT ADEQ, 501-682-0736.

1.11 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event it is deemed necessary to have the vendors further explain or demonstrate the functions of the proposed service, the vendors may be required to make oral and/or written presentations and/or demonstrations to comply with the requirement.

The RFQ evaluation committee chairperson will schedule the time for each demonstration or presentation. The demonstration is not to exceed two (2) hours. All presentations are subject to be recorded.

All expenses associated with the demonstrations or presentations, except travel for State employees, will be borne by the vendor. Inability of the vendor to provide an acceptable demonstration/presentation will cause rejection of the proposal.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
- B. ADEQ reserves the right to interview the key personnel assigned by the successful vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. All such request must be submitted to OSP prior to making any request to the vendor.
- C. ADEQ reserves the right to approve subcontractors for this project and to require primary contractors to replace subcontractors who are found to be unacceptable. All such request must be submitted to OSP prior to making any request to the vendor.
- D. If any part of the work is to be subcontracted, responses to this RFQ must include a list of subcontractors, including :
 - 1. firm name and address,
 - 2. contact person,
 - 3. complete description of work to be subcontracted, and
 - 4. descriptive information concerning subcontractor's organizational activities.
- E. The vendor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor by any subcontractor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.
- F. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFQ. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of ADEQ.

1.13 PROPOSAL OPENING DATE AND LOCATION

To be considered, proposals must be received prior to the time and date specified on page one of the RFQ. Proposals shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas

1.14 STATEMENT OF LIABILITY

The State will demonstrate reasonable care, but at no time will the State be responsible for or accept liability for any vendor-owned items.

1.15 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and the ADEQ will be responsible for administration of any resulting contract(s).

1.16 PUBLICITY

News releases pertaining to the RFQ or the services, study, data, or project to which it relates will not be made without prior written approval of the State Procurement Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without prior written approval from the State Procurement Director, and then only to persons designated.

1.17 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.18 CANCELLATION

In the event the State no longer needs the service 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 30 days prior to the date of cancellation.

1.19 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 other than a subcontractor named in the proposal unless the State Procurement Official has given written consent to the delegation.

1.20 CONTRACT INFORMATION

Vendors should note the following regarding the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of proposal.

- 1) The State of Arkansas may not contract with another party:
 - a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment, software or services and reimburse that party for the loss caused solely by the State's use or possession (this is the only form of indemnification to which the State Procurement Official can agree).
 - b. Upon default, to pay all sums to become due under a contract.
 - c. To pay damages, legal expenses or other costs and expenses of any party.
 - d. To continue a contract once the service has been terminated.
 - e. To conduct litigation in a place other than Pulaski County, Arkansas.
 - f. To agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas
- 2) A party wishing to contract with the State of Arkansas should:
 - a. Include in its proposal that the laws of the State of Arkansas govern the contract
 - b. Acknowledge in its' proposal that contracts become effective when awarded by the State Procurement Official.

1.21 CONTRACT PAYMENT

The specific payment schedule for any contracts entered into as the result of this RFQ will be mutually agreed upon by the agency and the contractor. The schedule should show payment amount and should reflect actual work done by the payment dates.

As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

Payments for the tasks will only be made following approval of the ADEQ project manager.

1.22 NEGOTIATIONS

Discussions will be conducted with responsible Offeror(s) for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, and to obtain best and final offers.

ADEQ will make the final determination of whether any specific task meets performance standards.

This requirement will be applied individually for each project. The State's options to terminate the agreement shall remain in effect until the acceptance requirements are met.

1.23 CONTRACT MODIFICATIONS

The scope of work to be accomplished under this contract shall be subject to modification and supplementation upon the prior written agreement of the Office of State Procurement, contractor and ADEQ. Such modifications and supplementation must be mutually agreed to by the Office of State Procurement, contractor and ADEQ.

SECTION II
SYSTEM REQUIREMENTS

2.0.0 SPECIFICATIONS AND REQUIREMENTS

VENDOR PROPOSAL MUST INCLUDE COMPLETE RESPONSE TO ALL ITEMS IN SECTION II

2.0 OVERVIEW

The Arkansas Department of Environmental Quality (ADEQ) has issued this RFQ to obtain air quality and analysis consulting services for a variety of air quality issues within the State. There is a high probability that the scope and precise task lists will change over the course of this contract.

The services will include regional-scale air quality modeling and analysis for ozone and particulate matter. These activities will be performed in coordination with ADEQ Air Division staff. Both ADEQ and the contractor will have a primary project manager assigned to oversee the execution of this contract. The precise assignments and responsibilities will vary depending on the task involved, the findings of preliminary analyses, and changing conditions such as changes in policies and/or regulations.

Before any specific task or project is begun, cost estimates will be prepared and agreed upon by both ADEQ and the contractor.

2.1 PROJECT TASKS

- A. Photochemical modeling for ozone attainment demonstration and control strategy evaluation
- B. Regional-scale particulate modeling related to attainment and maintenance of the PM_{2.5} NAAQS and progress in meeting federal regional haze program goals
- C. Analysis and evaluation of modeling results in order to develop planning strategies which will fulfill requirements of federal air quality regulations and standards

2.2 VENDOR REQUIREMENTS

The contractor should be able to demonstrate the following:

- A. Experience performing contract work for one or more state or federal environmental agencies, specifically performing air quality modeling and analysis related to federal air quality standards and regulations.
- B. Knowledge of federal air quality standards and regulations.
- C. Three references with which your company has performed air quality modeling and analysis projects within the last two years. Each reference must include: (1) the name of the company; (2) the company address; (3) a contact name with phone number; and (4) a brief description of the work performed. The knowledge and experience listed above must have been gained by the contractor, from work performed by the contractor. Experience by subcontractors gained prior to joining the contractor will not apply.

2.3 VENDOR PROFILE

Supply the following information about your organization:

- Name
- Home office address
- Nearest sale/support office address
- Name, title, telephone, fax, and email address of contact person

Vendor shall detail the qualifications and number of staff committed to delivery of services.

The vendor shall detail how many years the organization has been in this type of business and involved with providing services of this nature.

SECTION III

SELECTION CRITERIA

3.0 EVALUATION & SELECTION

Responses will be reviewed by OSP to ensure that all mandatory requirements have been submitted. An evaluation team determined by ADEO will evaluate the documents to determine the best qualified vendor.

3.1 EVALUATING CRITERIA

Responses meeting all mandatory requirements of the RFQ will be evaluated by the ADEQ evaluation committee. In addition to materials provided in the responses, persons representing ADEQ may request additional material, information, or references from the vendor and others. The overall approach to the evaluation will be to determine how effectively each response fulfills the specifications in the RFO.

The vendor must address in its response each item listed in this section in order to be guaranteed a complete evaluation.

1. General Information and Expertise	
A.. Describe your experience with air quality modeling and analysis, specifically related to air quality planning to fulfill requirements of federal air quality regulations and standards	40
B. Describe your expertise in project management	15
C. Describe why you think that your company is best qualified for this RFQ. Describe similar projects, exceptional skills, or any other factor that you feel is relevant. Please limit this response to two pages	25
D. Following initial review of all RFQ submittals, selected vendors will be scheduled for interviews with the ADEQ evaluation committee. A presentation on each vendor's experience and expertise in air quality modeling may be prepared and presented to the selection committee at the time of the interview.	20
Total Maximum Points Available: 100	

STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Qualifications 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 proposal 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. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances. SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.
4. Amendments: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
5. Award: Term Contracts: It is the intent of the State to award a contract. A Request for Qualifications does not commit the State Procurement Official to award a contract or to procure services or supplies. A term contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.
6. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the vendor within the time of acceptance specified by Agency.
7. 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 FOB point properly identifying what is being returned.
8. 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.
9. Assignment: neither any contract entered into pursuant to this request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
10. 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.
11. 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 service, the contractor may file a claim.
12. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees as follows:
 - a) The vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
 - b) In all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
 - c) The vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
 - d) Failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
 - e) the vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

13. Contingent Fee: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

14. Antitrust Assignment: As part of the consideration for entering into any contract pursuant to this request for proposal, the vendor named on the front of this request for proposal, 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.

15. 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.

Attachment A
Vendor's References

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. Contact Email Address: _____
 5. City: _____ State: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____
-

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. Contact Email Address: _____
 5. City: _____ State: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____
-

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. Contact's Email Address: _____
 5. City: _____ State: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____
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