

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

REQUEST FOR PROPOSAL

Bid Number: SP-09-0286	Buyer: Amy Stoddard
Commodity: Website Design, Maintenance, & Hosting Services	Bid Opening Date: April 29, 2009
Date Issued: April 1, 2009	Bid Opening Time: 2:00 pm

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

PROPOSAL DELIVERY ADDRESS:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
eMail: Amy.Stoddard@dfa.state.ar.us

PROPOSAL OPENING LOCATION:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-371-6055

Company Name:
Name (type or print):
Title:
Address:
Telephone Number:
Fax Number:
E-Mail Address:
Signature:

USE INK ONLY; UNSIGNED BIDS WILL NOT BE CONSIDERED

Identification: *	*
Federal Employer ID Number	Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

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

SECTION 1 – LEGAL REQUIREMENTS

1. 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 Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Vendor Response:	Concur:	Exception:
Explanation:		

2. ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB 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.

Vendor Response:	Concur:	Exception:
Explanation:		

3. REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT.

Vendor Response:	Concur:	Exception:
Explanation:		

4. ANTICIPATION OF AWARD

After complete evaluation of the bid or proposal, 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 agencies/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 interests 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_intent.php

Vendor Response:	Concur:	Exception:
Explanation:		

5. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether

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submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

Vendor Response:	Concur:	Exception:
Explanation:		

6. DELIVERY OF RESPONSE DOCUMENTS

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 72201-4223, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

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

Vendor Response:	Concur:	Exception:
Explanation:		

7. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

Vendor Response:	Concur:	Exception:
Explanation:		

8. 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 it contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

Vendor Response:	Concur:	Exception:
Explanation:		

9. LANGUAGE:

Bids and proposals will only be accepted in the English language.

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Vendor Response:	Concur:	Exception:
Explanation:		

10. CURRENCY

All bid and proposal pricing and cost MUST be listed in United States dollars and cents. Bid amounts shall only have 2 digits past the decimal point. Any amounts submitted with more than 2 digits past the decimal point will be rounded down.

Vendor Response:	Concur:	Exception:
Explanation:		

11. DISCLOSURE REQUIREMENTS

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 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.

The EO 98-04 Disclosure Form may be found at:

http://www.arkansas.gov/dfa/procurement/pro_eo9804.html or at the end of this bid. Failure to comply with these requirements may cause the bid to be deemed non-responsive and will be removed from consideration.

The Disclosure form is also attached at the back of this solicitation package.

Vendor Response:	Concur:	Exception:
Explanation:		

12. CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

Vendor Response:	Concur:	Exception:
Explanation:		

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SECTION 2 – GENERAL REQUIREMENTS

2.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this Invitation for Bid (IFB) for Arkansas Natural Heritage Commission (ANHC) Natural Areas. The State Purchasing Official is the sole point of contact in the State of Arkansas for the selection process. Vendor questions regarding IFB related matters should be addressed to Ms. Amy Stoddard in the Office of State Procurement, Amy.Stoddard@dfa.state.ar.us. For technical information related matters, vendors may contact Bill Holimon at BillH@arkansasheritage.org.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.2 BID OPENING DATE AND LOCATION

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

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.3 CONTRACT PAYMENT

Payment will be made only after the vendor has successfully satisfied DAH as to the reliability and effectiveness of the service provided.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.4 MANDATORY USE OF BID FORMS

The use of the forms contained within this bid is mandatory. Use of any other price entry method or offer sheets may result in rejection of items so offered.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.5 RESERVATION

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

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.6 AWARD RESPONSIBILITY

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

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.7 RFP FORMAT

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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 RFP 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.

2.8 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted *separately sealed* from the proposal response. *Bidders must include all pricing information on the Official Price Proposal Sheet only* and must clearly mark said page(s) as pricing information.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.10 SCHEDULE OF EVENTS

April 13, 2009	Written questions are due by close of business.
April 17, 2009	Responses to written questions will be posted on OSP web site
April 29, 2009	Proposals are due.

2.11 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.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.12 PUBLICITY

News releases pertaining to the RFP 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.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

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2.13 INDEPENDENT PRICE DETERMINATION

By submission of his/her proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: the prices in the proposal have been arrived at independently, without collusion and that no prior information concerning these prices have been received from or given to a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all vendors should understand that this paragraph might be used as a basis for litigation.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.14 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.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.15 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.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.16 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor other than a subcontractor named in the proposal unless the State Procurement Official has given written consent to the delegation.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

2.17 NEGOTIATIONS

As provided in this request for proposal and under regulations, discussions may be conducted with responsible offeror who submits a proposal determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

Does the vendor Concur?	Yes:	No:
Vendor Comments, if any:		

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2.18 TERMS AND CONDITIONS OF BID

Item #	Requirement	Does the vendor Concur? Yes or NO
A	An official authorized to bind the vendor to the resultant contract must sign the solicitation response.	
B	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.	
C	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.	
D	The vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request to State or Federal Government entities or any of their duly authorized representatives.	
E	Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.	
F	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.	
G	To be considered, vendors must include as part of their proposal all of the provisions of the RFP. An official authorized to bind the vendor to the resultant contract must sign bids	
H	The Office of State Procurement will not sign any documents that include terms or conditions other than those outlined in this RFP	
Vendor Comments, if any:		

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2.19 TYPE OF CONTRACT

Item #	Requirement	Does the vendor Concur? Yes or NO
A,	The resulting contract will be for a firm purchase and will be in effect for a 1 (one) year term. The Office of State Procurement and ANHC reserves the option to renew this contract in accordance with the original terms of the contract, upon mutual agreement, for up to 6 (six) renewal periods, in one (1) year increments or a portion thereof, but not to exceed a total contract term of seven (7) years.	
B	All invoices shall be forwarded in duplicate to: Arkansas Natural Heritage Commission 1500 Tower Building, 323 Center Street Little Rock, AR 72201	
C	Invoices must show an itemized list of charges. The State reserves the right to increase or decrease the workload scheduled during the term of this contract.	
D	Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency.	
E	The State may not be invoiced in advance of any service being performed.	
F	Payment will be made only after the vendor has successfully satisfied ANHC as to the reliability and effectiveness of the service that was performed.	
G	After award of any resulting contract, work will be distributed at the sole discretion of ANHC to the awarded vendors.	
Vendor Comments, if any:		

2.20 PAYMENTS AND INVOICING

Item #	Requirement	Does the vendor Concur? Yes or NO
A	The vendor shall invoice the agency monthly for all services used and specialty services provided, reconciled to the monthly report of all projects in the previous month.	
B	The agency will make timely payment of invoices according to State policy and procedure; however no late charges will be allowable, except as provided by Arkansas Statute and Regulations.	
C	Vendors must provide copies of valid lodging receipts prior to claiming meal compensation for projects that require travel.	
D	Lodging and meal compensation will not be paid for any project that takes place in Pulaski County.	
E	ANHC will not pay more than the State's regular Per Diem rate for	

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	mileage, lodging and meals per county for any travel that is required.	
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Vendor Comments, if any:

2.21CAUTIONS TO VENDORS

Item #	Requirement	Does the vendor Concur? Yes or NO
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 RFP. Specifically, the person(s) named herein will initiate all contact.	
B	Vendors are requested to respond to each numbered paragraph of the RFP stating first the paragraph number, the specification, and then the vendor's response	
C	Vendors must submit a signed original proposal on or before the date specified on page one of this RFP. The vendor must submit three (3) copies of the proposal, one (1) of which must be an electronic version, preferably in MS Word format, (not PDF or TIFF format) on CD or Floppy disk.	
D	Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD or Floppy disk. Pricing from the Official Proposal Price Sheet must be <u>separately sealed</u> from the proposal response and clearly marked as pricing information. <u>The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal.</u> 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.	
E	For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal that is submitted.	
F	All official documents and correspondence shall be included as part of the resultant contract.	
G	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 RFP, 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 security.	

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	4) Failure to supply vendor references. 5) Failure to sign the Official Proposal. 6) Failure to complete the Official Proposal Price Sheet(s) and include them <i><u>sealed separately</u></i> from the rest of the proposal. 7) Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP. 8) Failure of any proposed services to meet or exceed the specifications as outlined in this RFP.	
Vendor Comments, if any:		

2.22 DEFINITION OF TERMS

Item #	Requirement	Does the vendor Concur? Yes or NO
A	The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question. The words " <u>bidder</u> " and " <u>vendor</u> " are used synonymously in this document.	
B	Virtual Dedicated Server: slicing up a server into virtual servers. each user feels like they're on their own dedicated server, but they're actually sharing a server with many other users.	
C	Dedicated hosting service: the user gets his or her own Web server and gains full control over it (root access for Linux/administrator access for Windows); however, the user typically does not own the server	
D	Managed hosting service: the user gets his or her own Web server but is not allowed full control over it (root access for Linux/administrator access for Windows); however, they are allowed to manage their data via FTP or other remote management tools. The user is disallowed full control so that the provider can guarantee quality of service by not allowing the user the modify the server or potentially create configuration problems. The user typically does not own the server.	
Vendor Comments, if any:		

2.23 CLARIFICATION OF RFP AND QUESTIONS

Item #	Requirement	Does the vendor Concur? Yes or NO
A	If additional information is necessary to enable vendors to better	

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	interpret the information contained in the solicitation, written questions will be accepted until the close of business on the date identified in Section 2.10 Schedule of Events.	
B	Vendor questions submitted in writing will be consolidated and responded to by the State. Questions must be submitted to: Amy Stoddard, Information Technology Buyer-Office of State Procurement, Amy.Stoddard@dfa.state.ar.us .	
C	The consolidated written State response will be posted to the OSP web site on or before the date identified in Section 2.10 Schedule of Events.	
D	Answers to verbal questions may be given as a matter of courtesy and must be evaluated at the vendors' risk.	
Vendor Comments, if any:		

2.24 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

Item #	Requirement	Does the vendor Concur? Yes or NO
A	The RFP evaluation committee, with the assistance of the Office of State Procurement, will evaluate the proposals to insure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.	
B	In the event it is deemed necessary to have the vendor further explain or demonstrate the functions of the proposed service, the vendor may make oral and/or written presentations and/or demonstrations to comply with the requirement.	
C	The RFP evaluation committee chairperson may schedule the time for each demonstration or presentation. The demonstration is not to exceed three (3) hours. All presentations are subject to be recorded.	
D	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.	
E	The results of the presentations are very important in determining the final point evaluation; however, the results of the demonstration will not be the sole criteria used for final evaluation.	
Vendor Comments, if any:		

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2.25 PERFORMANCE SECURITY

Item #	Requirement	Does the vendor Concur? Yes or NO
A	In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the vendor will be required to provide a performance security in an amount of at least <u>50 percent of the total proposal price</u> submitted by the vendor within 10 working days from date of receipt of the State's written notification by mail of its intent to award a proposal. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The State Procurement Official shall award the contract upon acceptance of the performance security.	
B	If a vendor fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the State Procurement Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security.	
C	In the event of default, and in order to achieve the greatest economy for the State, the State Procurement Official may choose the next highest ranked vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws. The performance security will be released at the end of the contract period.	
Vendor Comments, if any:		

2.26 PRIME CONTRACTOR RESPONSIBILITY

Item #	Requirement	Does the vendor Concur? Yes or NO
A	The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.	
B	The DAH reserves the right to interview the key personnel assigned by the successful vendor to this project and to	

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	recommend and/or require reassignment of personnel deemed unsatisfactory by the department.	
C	If any part of the work is to be subcontracted, responses to this RFP 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.	
D	The vendor shall give the agency 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 or vendor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.	
E	The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of DAH.	
Vendor Comments, if any:		

2.27 WARRANTY

Item #	Requirement	Does the vendor Concur? Yes or NO
A	The vendor must warrant the user of all services and all other items provided by the vendor in conjunction with this RFP to function: A. At the level of performance as specified herein, and B. In accordance with all vendors proposed features and functions. C. Vendor shall, at their expense, remedy all such defects.	
B	Any warranty shall begin on the date the service is accepted as operational and put into use by the agency.	
C	The warranty must be for 1 year or as specified on the Official Proposal Price Sheet.	
D	All necessary adjustments of products or services not caused by accident or misuse through fault or negligence of the user shall be borne by the vendor at their own expense, including labor and travel to/from the user location.	

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2.28 COST

Item #	Requirement	Does the vendor Concur? Yes or NO
A	All charges must be included on the Official Proposal Price Sheets, must be valid for 90 days following RFP opening, and shall be included in the costing evaluation. The Official Proposal Price Sheets must be <u><i>separately sealed</i></u> from the proposal.	
B	Vendors are required to bid: A. an all inclusive, cost per page for each individual home page and, B. a separate all inclusive, cost per page for the linked pages, C. a separate per hour cost for additional web design, D. a per page/ per month amount for web hosting and, E. a per month cost for maintenance.	
C	The vendor should make special note that: A. The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. B. Any cost not identified by the vendor but subsequently incurred in order to achieve the service will be borne by the vendor. C. The Official Proposal Price Sheets may be reproduced as needed.	
Vendor Comments, if any:		

2.29 CONTRACT INFORMATION

Item #	Requirement	Does the vendor Concur? Yes or NO
A	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.	
B	The State of Arkansas may not contract with another party: 1. To lease any software for a period of time that continues past the end of a fiscal year unless the contract allows cancellation by the State Purchasing Official upon 30 days written notice whenever there are no funded appropriations for the service. 2. To indemnify and defend that party for any liability and damages. However, the State Purchasing 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 or software and	

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	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 Purchasing Official can agree). 3. Upon default, to pay all sums to become due under a contract. 4. To pay damages, legal expenses or other costs and expenses of any party. 5. To continue a contract once the service has been canceled. 6. To conduct litigation in a place other than Pulaski County, Arkansas. 7. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.	
C	A party wishing to contract with the State of Arkansas must: 1. Remove any language from its contract, which grants to it any remedies other than: - The right to possession. - The right to accrued payments. - The right to expenses of de-installation. - The right to expenses of repair to return the equipment to normal working order, normal wears and tear excluded. - The right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas Law. 2. Include in its contract that the laws of the State of Arkansas govern the contract. 3. Acknowledge in its' contract that contracts become effective when awarded by the State Purchasing Official.	
D	The State of Arkansas may contract with another party: 1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk. 2. To lease any hardware or software for a period of time that continues past the end of a fiscal year. In the event funds are not appropriated for the equipment or software described in this agreement or there are no funded appropriations from which payment can be made, the State Purchasing Official may, upon thirty days written notice to the vendor or lessor, cancel the agreement for that equipment or software	

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Vendor Comments, if any:

2.30 ACCEPTANCE

Item #	Requirement	Does the vendor Concur? Yes or NO
A	It is the goals of the agency to have the website maintain a minimum of ninety-five percent (95%) up time for a total of 30 consecutive calendar days after implementation of the website as a whole. The vendor must state their remedies, approaches, and/or corporate position that would support the above performance goal.	
B	In the event a ninety-five percent (95%) up time is not maintained in the 30 calendar days prior to the implementation date, due to system failure, the vendor will receive formal notice in writing. The vendor will be required to take the necessary action to raise the system up time to at least ninety-five percent (95%) within the following thirty (30) calendar days.	
C	If the system does not maintain a ninety-five (95%) percent up time within that thirty (30) calendar days (as mentioned in section B above) the State Purchasing Official may: a. Terminate the agreement in its entirety, or b. Upon mutual agreement, continue the acceptance test until the system has operated within the specifications stated in the RFP.	

Vendor Comments, if any:

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Section 3: Vendor Response Required

3.1 VENDOR REFERENCES

Vendors must supply at least three (3) reference accounts (including persons to contact, email and telephone numbers) in the United States utilizing services of the same type as proposed under this RFP. The State Procurement Official reserves the right to request or obtain additional information.

Reference	Person to Contact	Telephone	Email
1			
2			
3			
Additional Lines may be added as necessary			

3.2 VENDOR PROFILE

- A. The Vendor must detail the number of staff committed to this project by listing each person's name, identifying each person's roles & responsibilities, and listing each person's technical certifications.

Name	Person's roles & responsibilities	Person's technical certifications
1.		
2.		
3.		
Additional Lines may be added as necessary		

- B. The Vendor must detail how many years the organization has been in this type of business and include proof of financial stability.
- C. The Vendor must provide proof of ADA compliance, SAP Certification and Microsoft compatibility.

3.3 DISASTER RECOVERY PROTOCOL

Vendor must describe in detail their Disaster Recovery policies, procedures and/or guidelines. Disaster Recovery must include, at a minimum, recovering from:

- A. Complete destruction of the facility
- B. Break-in or theft/robbery at the facility
- C. Vandalism
- D. Network intrusion or Network failure
- E. Equipment failure or destruction
- F. Fire, flood, earthquake, tornado and other natural disasters or acts of terrorism
- G. Disclosure of confidential information
- H. Loss of key personnel
- I. Network Security and Firewall Configuration failure

3.4 PROPOSAL REQUIREMENT

Each proposal must include:

- Overall concept for DAH website Design, hosting and maintenance
- Realistic cost estimates
- Examples of 3 similar clients the company has served to include samples of work done

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SECTION 4: SPECIFIC INFORMATION

4.0 INTRODUCTION

The Department of Arkansas Heritage (DAH) is requesting proposals for the design, hosting and maintenance of its websites. The websites market, promote and educate the public about the services and programs of the Department and its seven agencies. The seven (7) agencies fall into two (2) groups: Heritage Museums and the Heritage Resources.

1. Heritage Museums are:

1. The Delta Cultural Center,
2. Historic Arkansas Museum,
3. Mosaic Templars Cultural Center, and
4. The Old State House Museum

2. Heritage resource agencies are:

5. Arkansas Arts Council,
6. The Arkansas Natural Heritage Commission, and
7. The Arkansas Historic Preservation Program.

The current web addresses for the Department's website are:

1. www.deltaculturalcenter.com
2. www.historicarkansas.org
3. www.mosaictemplarscenter.com
4. www.oldstatehouse.com
5. www.arkansasarts.org
6. www.naturalheritage.com
7. www.arkansaspreservation.org
8. www.arkansasheritage.com

The websites will be designed to:

- Educate the public about what the DAH and each agency does,
- Create awareness about DAH and each agency's events and programs, and
- Promote DAH and each agency's programs and services

Requirements:

- Full Service Company based in Arkansas
- On-staff design and programming professionals
- Excellent creative and design capabilities
- Established hosting and maintenance experience
- Dedicated server or virtual server for hosting all DAH sites
- Maintenance of all sites
- One or more staff person(s) to oversee work on all sites
- Training as needed to DAH staff to enable them to use administrative interfaces that will allow them to add content to the sites
- Programmers and design professionals to add content and features to sites
- The cost to host and maintain the sites on the vendor's server should stay fairly static each month
- Costs for design work for each site may fluctuate each month depending on each agency's needs and budget

Section 5-Individual Agency Requiements

5.0 DEPARTMENT OF ARKANSAS HERITAGE WEBSITE

The Department of Arkansas Heritage website will be the main web page and will focus on an overview of DAH and its agencies. This site should maintain its current design.

- New pages or features may need to be designed as directed by DAH.
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more then 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required and must have an administrative tool interface so that DAH employees can update the section themselves.
 - ii. Archives & links to the other 7 sites
 - iii. www.deltaculturalcenter.com
 - iv. www.historicarkansas.org
 - v. www.mosaictemplarscenter.com
 - vi. www.oldstatehouse.com
 - vii. www.arkansasarts.org
 - viii. www.naturalheritage.com
 - ix. www.arkansaspreservation.org
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Motzilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.

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iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

- Domain Naming Requirements

- i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.

- Site Hosting Requirements

- i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.

- Bandwidth Requirements

- i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times

- Security

- i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____

- ii. The vendor will be responsible for all changes to the website, except those made by DAH employees using administrative tools, regardless of how, when, or where the changes occurred.

- iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency.

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5.1 Delta Cultural Center

- iv. The Delta Cultural Center website will be the main web page and will focus on the DCC and its programs and services. This site should maintain its current design and feel.
- New pages or features may need to be designed as directed by DAH and DCC.
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required to have an administrative tool interface so that DCC employees may make changes.
- Archives & links to the other 7 sites
 - i. www.arkansasheritage.com
 - ii. www.historicarkansas.org
 - iii. www.mosaictemplarscenter.com
 - iv. www.oldstatehouse.com
 - v. www.arkansasarts.org
 - vi. www.naturalheritage.com
 - vii. www.arkansaspreservation.org
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Motzilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.
 - iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

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- Domain Naming Requirements
 - i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.
- Site Hosting Requirements
 - i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.
- Bandwidth Requirements
 - i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times
- Security
 - i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____
 - ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.
 - iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency.

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5.2 HISTORIC ARKANSAS MUSEUM WEBSITE

The Historic Arkansas Museum website will be the main web page and will focus on HAM and its . This site should maintain its current design and feel. This department would like access to an editing tool so they can make the minor adjustments to their own pages as necessary.

- New pages or features may need to be designed as directed by DAH and HAM.
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required to have an administrative tool interface so that DAH or HAM employees may make updates.
- Archives & links to the other 7 sites
 - i. www.arkansasheritage.com
 - ii. www.deltaculturalcenter.com
 - iii. www.mosaictemplarscenter.com
 - iv. www.oldstatehouse.com
 - v. www.arkansasarts.org
 - vi. www.naturalheritage.com
 - vii. www.arkansaspreservation.org
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Motzilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.

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iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

- Domain Naming Requirements

- i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.

- Site Hosting Requirements

- i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.

- Bandwidth Requirements

- i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times

- Security

- i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____

- ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.

- iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency.

5.3 MOSAIC TEMPLARS CULTURAL CENTER WEBSITE

The mosaic Templars Cultural Center website will be the main web page and will focus on MTCC and its programs and services. The site should maintain its current design and feel.

- New pages or features may need to be designed as directed by DAH and MTCC.
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required and must have an administrative tool interface so that DAH and MTCC employees can make changes.
- Archives & links to the other 7 sites
 - i. www.arkansasheritage.com
 - ii. www.deltaculturalcenter.com
 - iii. www.historicarkansas.org
 - iv. www.oldstatehouse.com
 - v. www.arkansasarts.org
 - vi. www.naturalheritage.com
 - vii. www.arkansaspreservation.org
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Mozilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.
 - iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

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- Domain Naming Requirements
 - i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.
- Site Hosting Requirements
 - i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.
- Bandwidth Requirements
 - i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times
- Security
 - i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____
 - ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.
 - iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency

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5.4 THE OLD STATE HOUSE MUSEUM WEBSITE

The Old State House Museum website will be the main web page and will focus on OSH programs and services. This site should maintain its current design and feel.

- New pages or features may need to be designed as directed by DAH and OSH .
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required and must have an administrative tool interface so that DAH and MTCC employees can make updates to the calendar.
 - ii. *Current Events should flow into a template for e-mail ("newsletter" purpose).*
- Archives & links to the other 7 sites
 - i. www.deltaculturalcenter.com
 - ii. www.historicarkansas.org
 - iii. www.mosaictemplarscenter.com
 - iv. www.oldstatehouse.com
 - v. www.oldstatehouseassociates.com
 - vi. www.arkansasarts.org
 - vii. www.naturalheritage.com
 - viii. www.arkansaspreservation.org
 - ix. *Add any other sites or links that you want your pages to be connected to.*
- iPod downloads & Featured interviews (list any features that you want to have for users to download)
 - i. *This section would have a content editor that allows users to download interview segments to portable media players. Audio & Visuals Podcast allow users to download content to media players*
 - ii. *Do you want to have songs, interviews, recorded media and other material that would be downloadable to a portable media player? If so, decide on what you want and outline it here.*
- ADA Compliancy (list any mandatory requirements you have that are above the federal requirements)
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.

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- ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
- iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Mozilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.
 - iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.
- Domain Naming Requirements
 - i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage. www.oldstatehouse.com www.oldstatehouse.org
- Site Hosting Requirements
 - i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.
- Bandwidth Requirements
 - i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times
- Security
 - i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____
 - ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.
 - iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency.

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5.5 ARKANSAS ARTS COUNCIL WEBSITE

The Arkansas Arts Council website will be the main web page and will focus on AAC and its programs and services.

New pages or features may need to be designed as directed by DAH and OSH .

- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links should include drop down menu
 - iii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iv. Sight design should always be maintained when moving from the homepage to a linked page.
 - v. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - vi. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required to have an administrative tool interface enabling DAH and AAC employees to make changes. Also: Homepage registry, AIC roster, Pot roster organizations go with queries
- Archives & links to the other 7 sites
 - i. www.arkansasheritage.com
 - ii. www.deltaculturalcenter.com
 - iii. www.historicarkansas.org
 - iv. www.mosaictemplarscenter.com
 - v. www.arkansasarts.org
 - vi. www.naturalheritage.com
 - vii. www.arkansaspreservation.org
 - viii.
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Mozilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.

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- ii. Servers must be reliable and large enough to store a copy of the entire site.
- iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.
- Domain Naming Requirements
 - i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.
- Site Hosting Requirements
 - i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.
- Bandwidth Requirements
 - i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times
- Security
 - i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____
 - ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.
 - iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency.

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5.6 ARKANSAS NATURAL HERITAGE COMMISSION WEBSITE

The Arkansas Natural Heritage Commission website will be the main web page and will focus on ANHC and its programs and services. The site should maintain its current design and feel.

- New pages or features may need to be designed as directed by DAH and OSH .
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more than 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required to have an administrative tool interface so that DAH and ANHC employees can make changes.
- Archives & links to the other 7 sites
 - i. www.arkansasheritage.com
 - ii. www.deltaculturalcenter.com
 - iii. www.historicarkansas.org
 - iv. www.mosaictemplarscenter.com
 - v. www.oldstatehouse.com
 - vi. www.arkansasarts.org
 - vii. www.arkansaspreservation.org
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Motzilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.
 - iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

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- Domain Naming Requirements
 - i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.
- Site Hosting Requirements
 - i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup
 - ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.
- Bandwidth Requirements
 - i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times
- Security
 - i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____
 - ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.
 - iii. The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency

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5.7 Arkansas Historic Preservation Program

The Arkansas Historic Preservation Program website will be the main web page and will focus on AHPP and its programs and services . The site should maintain its current design and feel.

- New pages or features may need to be designed as directed by DAH and AHPP .
- Linked pages, Sight Design & Flow
 - i. Links from the homepage should contain only relevant information to the main topics on the homepage.
 - ii. Links from the homepage should never be more then 3 tiers (pages) deep.
 - iii. Sight design should always be maintained when moving from the homepage to a linked page.
 - iv. Color, pattern, pictures, flow, and design should always be maintained when moving from the homepage to a linked page.
 - v. Standardized Style Sheets or Templates must be developed for each page so that consistency is maintained throughout the website.
- Site Map
 - i. Dominate pages are those that have a link directly on the sites homepage.
 - ii. Subordinate pages are those that only have links within site.
 - iii. A text version of the site map must be available for end users visiting the site and using a text reader (visually impaired standards).
- News Articles & Current Events
 - i. A current events page will be required to have an administrative tool interface so that DAH and AHPP employees may make changes.
- Archives & links to the other 8 sites
 - i. www.arkansasheritage.com
 - ii. www.deltaculturalcenter.com
 - iii. www.historicarkansas.org
 - iv. www.mosaictemplarscenter.com
 - v. www.oldstatehouse.com
 - vi. www.arkansasarts.org
 - vii. www.naturalheritage.com
 - viii. www.arkansascivilwarISO.com
- ADA Compliancy
 - i. All Homepages, linked pages and subordinate pages must meet Arkansas' Act 1227 and all ADA Compliancy requirements.
 - ii. A text only version of the page will be required for visually impaired end users visiting the site who will be utilizing a text reader.
- Ease of use for the public
 - i. The system must be developed and implemented so that all end users have equal access to the services offered by the website, regardless of their hardware/browser capabilities.
 - ii. Programming code (html, php, Xml, etc.) utilized in the development of the site must not be browser specific or limit the end user in anyway.
 - iii. The vendor must provide proof to the agency that the site will perform equally well in MS Explorer, Netscape, Fire Fox, Motzilla, and any other commercially available, shareware, or freeware internet browser. The vendor will be responsible for providing the browser software, the demonstrations, and the proof.
- Site Maintenance Requirements
 - i. Site data must be backed-up on a regular basis to servers on the vendor's site.
 - ii. Servers must be reliable and large enough to store a copy of the entire site.

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iii. One copy, preferably updated on a weekly basis, must be stored off-site for disaster recovery basis.

- Domain Naming Requirements

- i. All *Domain Names* (and their associated IP address) will remain the property of the Department of Arkansas Heritage.

- Site Hosting Requirements

- i. Downloading of agency web pages should never take more than 30 seconds, and should be seamless to the end user regardless vendors internal server setup

- ii. Virtual dedicated server, dedicated server, or managed hosting is the preferred method of hosting; however DAH will consider other options if the vendor can prove it is in the best interest of the State.

- Bandwidth Requirements

- i. The vendor providing hosting services must be able to provide the agency with tier 2 or better bandwidth services at all times

- Security

- i. The website must be secure from outside programmers at all times. Unwanted or unauthorized changes to pictures, text, font, design, color, style, templates, hyperlinks or any other aspect of the webpage or website must be corrected immediately regardless of time of day the unwanted change is discovered. The vendor must provide the agency with a contact name and phone number for 24 hour access, to correct unwanted changes. **Phone number:** _____

- ii. The vendor will be responsible for all changes to the website regardless of how, when, or where the changes occurred.

The websites should contain only downloadable options for the end users. For security reasons, there should never be any features on the websites for the end users to upload anything to the agency

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SECTION III CRITERIA FOR SELECTION

3.0 EVALUATION & SELECTION

Responses will be reviewed by a qualified evaluation committee. The overall approach to the evaluation will be to determine how effectively a Vendor's response fulfills the mandatory requirements of the RFP.

3.1 EVALUATING CRITERIA

The vendor should address each item listed in this section to be guaranteed a complete evaluation. Factors included are:

	Arkansas Heritage	Delta Cultural Center	Historic Arkansas Museum	Mosaic Templar Cultural Center	Old State House Museum	Arkansas Arts Council	Natural Heritage Council	Arkansas Preservation Program	Maximum number of points possible
1. Home Page Design	75	75	75	75	75	75	75	75	600
2. Sight Design & Flow	75	75	75	75	75	75	75	75	600
3. Site Map	75	75	75	75	75	75	75	75	600
4. News Articles & Current Events	50	50	50	50	50	50	50	50	400
5. Editing Tool for Agency Use	25	25	25	25	25	25	25	25	200
6. News Letter Page Layout	25	25	25	25	25	25	25	25	200
7. Archives & Links to other Pages	50	50	50	50	50	50	50	50	400
8. ADA Compliancy	75	75	75	75	75	75	75	75	600
9.. Ease of Use for the Public	100	100	100	100	100	100	100	100	800
10. Site Maintenance	75	75	75	75	75	75	75	75	600
11. Domain Naming Requirements	25	25	25	25	25	25	25	25	200
12. Site Hosting	100	100	100	100	100	100	100	100	800
13. Bandwidth	75	75	75	75	75	75	75	75	600
14. Security	100	100	100	100	100	100	100	100	800
Maximum points available	1000	1000	1000	1000	1000	1000	1000	1000	8000

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OFFICIAL PROPOSAL PRICE SHEET

	Arkansas Heritage	Delta Cultural Center	Historic Arkansas Museum	Mosaic Templar Cultural Center	Old State House Museum	Arkansas Arts Council	Natural Heritage Council	Arkansas Preservation Program	Total Cost
Web Design Cost									
Per hour cost for web design	\$	\$	\$	\$	\$	\$	\$	\$	
Web Hosting Cost									
Per Page/Per month charge	\$	\$	\$	\$	\$	\$	\$	\$	
Web Maintenance Cost									
Per Month Cost	\$	\$	\$	\$	\$	\$	\$	\$	

Note: Vendor must disclose, on this Official Proposal Price Sheet, any additional costs or charges necessary for use of the service(s) offered. Any such costs or charges not disclosed herein will be borne by the vendor.

THIS SHEET and all costing material MUST BE SEALED SEPERATELY FROM THE TECHNICAL RESPONSE OF THE PROPSAL, failure to do so WILL result in the REJECTION of your proposal.

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STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Proposal 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 proposal 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 proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. Proposal Submission: Proposals 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 proposal opening. If this form is not used, the proposal may be rejected. Each proposal should be placed in a separate envelope completely and properly identified. The proposal must be typed or printed in ink. Late proposals will not be considered under any circumstances. SIGNATURE: FAILURE TO SIGN THE PROPOSAL WILL DISQUALIFY IT. THE PERSON SIGNING THE PROPOSAL SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.
4. Prices: Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Request for Proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the request for proposal.
5. Quantities: The quantities stated in the term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering Agency.
6. Brand Name References: Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this RFP. If the vendor takes no exception to the specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the request for proposal.
7. Guaranty: All items proposed 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 request for proposal. The vendor hereby guarantees that everything furnished

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hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

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

9. Testing Procedures for Specifications Compliance: Test may be performed on samples or demonstrators submitted with the proposal or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the vendor.

10. Amendments: The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

11. Taxes and Trade Discounts: Do not include state or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the proposal.

12. Award: Term Contracts: A Contract Award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.

13. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the successful vendor within the time of acceptance specified by Agency.

14. Length of Contract: The Request for Proposal will show the period of time the term contract will be in effect.

15. Delivery on Firm Contracts: The Request for Proposal will show the number of days to place a commodity in the ordering Agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the Agency may buy elsewhere and any additional cost will be borne by the vendor.

16. Delivery Requirements: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during Agency work hours only 8:00 A.M.

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to 4:30 P.M., unless prior approval for other delivery has been obtained from the Agency. Packing memoranda shall be enclosed with each shipment.

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

18. Default: All commodities furnished will be subject to inspection and acceptance of the ordering Agency after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

19. Variation in Quantity: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the Agency's purchase order.

20. Invoicing: The contractor shall be paid upon the completion of all of the following:

- a) Submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the Request for Proposal,
- b) Delivery and acceptance of the commodities and
- c) Proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.

21. State Property: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the FOB point properly identifying what is being returned.

22. Patents or Copyrights: The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs, including attorneys' fees, arising from infringement of patents or copyrights.

23. Assignment: 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.

24. Other Remedies: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

25. Lack of Funds: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal cognition 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

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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.

26. 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.

27. 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.

28. 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.

29. Disclosure: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material if 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 1
DFA Illegal Immigrant Contractor Disclosure Certification Form

Vendor Company Name: _____

Select Contract Type: Construction
 Technical/General Services
 Professional Consulting Services
 Construction

Enter Bid Number: _____

Disclosure Statement: I do not employ or contract with any illegal immigrant(s).
Select: **True, False**

Enter Vendor Email Address: _____

Enter Agency Name: _____

Vendor Signature: _____

Date: _____

This form must be completed online at:
<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
As well as filled out here and turned in with the vendor's solicitation response.

[illegible]

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ATTACHMENT 3

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: --- ---	OR ---	☐ Yes ☐ No	

IS THIS FOR:

TAXPAYER ID NAME:	☐ Goods?	☐ Services?	☐ Both?
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YOUR LAST NAME:	FIRST NAME:	M.I.:
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ADDRESS:

CITY:	STATE:	ZIP CODE:	---	COUNTRY:
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AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

<u>F o r I n d i v i d u a l s *</u>

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ **None of the above applies**

<u>F o r a n E n t i t y (B u s i n e s s) *</u>
--

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

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Position Held	Mark (✓)		Name of Position of Job Held [Senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

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. As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
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 subcontract. The party 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 contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____

Title _____

Date _____

Vendor Contact Person _____

Title _____

Phone No. _____