

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222
501-324-9316

REQUEST FOR QUALIFICATIONS

Bid Number: SP-08-0004

Buyer: Renee Gates, CPPB

Commodity: End-to-End Security Review and
Security Assessment of the Arkansas Public School
Computer Network Information System

Bid Opening Date: August 1, 2007

Date: July 17, 2007

Bid Opening Time: 2:00 PM CDT

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

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID DOCUMENTS TO THE OFFICE OF STATE PROCUREMENT PRIOR TO THE SCHEDULED TIME FOR OPENING OF THE PARTICULAR BID. WHEN APPROPRIATE, VENDORS SHOULD CONSULT WITH DELIVERY PROVIDERS TO DETERMINE WHETHER THE BID DOCUMENTS WILL BE DELIVERED TO THE OSP OFFICE STREET ADDRESS PRIOR TO THE SCHEDULED TIME FOR BID OPENING. DELIVERY PROVIDERS, USPS, UPS, FEDEX, AND DHL DELIVER MAIL TO OUR STREET ADDRESS, 1509 W. 7TH STREET, ROOM 300, LITTLE ROCK AR 72201-4222, ON A SCHEDULE DETERMINED BY EACH INDIVIDUAL PROVIDER. THESE PROVIDERS WILL DELIVER TO OUR OFFICES BASED SOLELY ON OUR STREET ADDRESS. "

MAILING ADDRESSES: BID OPENING LOCATION:

Office of State Procurement Office of State Procurement

1509 West Seventh Street, Room 300 1509 West Seventh Street, Room 300

Little Rock, AR 72201-4222 Little Rock, AR 72201-4222

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 **OR** Social Security Number _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation (check one): _____-Individual _____-Sole Proprietorship

_____Public Service Corporation _____Partnership _____-Corporation _____Government Nonprofit

GENERAL DESCRIPTION: Submit qualifications demonstrating the ability to conduct a credible and useful security review and security risk assessment on the Arkansas Department of Education's (ADE) Arkansas Public School Computer Network (APSCN) information system.

TYPE OF CONTRACT: Term – Term will be determined based on a mutually agreed to timeline of activities necessary to accomplish the scope of work. End date can be no later than June 30, 2008.

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. Bidders unable to include minority owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

Employment of Illegal Immigrants

ACT 157 of 2007 Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract

with any illegal immigrants in its contract with the State. Bidders shall certify online at:

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

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

ALTERATION OF ORIGINAL RFQ

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

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to the RFQ. In signing and submitting its RFQ, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a RFQ, shall be grounds for rejecting a Request for Qualifications.

REQUIREMENT OF AMENDMENT

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

ANTICIPATION OF AWARD:

After complete evaluation of the Request for Qualifications, qualified vendors may be posted on the Office of State Procurement website (www.arkansas.gov/dfa/procurement) 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 qualified vendors. The results may be posted for a period of fourteen (14) days.

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: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION:

This is a request for qualifications to conduct a credible and useful security review and security risk assessment on the Arkansas Public School Computer Network (APSCN) information system. The system involves approximately 245 K12 Public School Districts, 8 Open-enrollment Charter Schools and 15 Educational Service Cooperatives. The network is maintained by the Arkansas Department of Information Systems (DIS) and all but three entities utilize servers also maintained by DIS. The state provides each entity with student and financial administrative software purchased from SunGard Pentamotion. File transfer processes also allow third party software to be integrated with the Pentamotion data. Two school districts have elected to purchase their own software and servers and submit required data via flat files. Based on time and cost considerations, a sampling approach will likely be necessary and, for the entities sampled, must include all programs, personnel, hardware, software, and networks with direct points of contact at APSCN/DIS.

1.1 DEFINITION OF TERMS

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

1.2 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFQ for the State Agency. The issuing office is the sole point of contact in the State for the Selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer, Renee Gates, 501-371-6066, renee.gates@dfa.state.ar.us.

1.3 CAUTIONS TO VENDORS

- A. For the RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
- B. The State Procurement Official reserves the right to reject the RFQ, if it is in the best interest of the State. Submissions will be rejected for one or more reasons not limited to the following:
 - 1) Failure of the vendor to submit information on or before the deadline established by the issuing office.
 - 2) Failure to supply vendor references.
 - 3) Failure to sign the Official Proposal.

1.4 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening. **It is the Vendor's responsibility to identify and mark any and all proprietary information.** The State shall make the final determination for the release of information pursuant to a Freedom of Information Act request.

1.5 RESERVATION

This RFQ does not commit the State Procurement Official to award a contract or to procure services or supplies.

1.6 SCHEDULE OF EVENTS

Request for Qualifications must be delivered no later than opening date specified on Page 1 of RFQ.

1.7 PROPOSAL OPENING DATE AND LOCATION

To be considered, qualification proposals must be received prior to the time and date specified on page one of the RFQ at the following address:

Dept. of Finance and Administration
Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

Proposals shall be opened and evaluated by an evaluation team and become public information under the laws of the state of Arkansas.

Each Bidder will be required to provide one original (marked "ORIGINAL") and three copies of the proposal and one copy of referenced or otherwise appropriate descriptive literature.

If the Office of State Procurement requests additional copies of the proposal, they must be delivered by the vendor within twenty-four (24) hours. Envelopes must be marked with vendors name, bid/proposal number, bid opening time and date.

1.8 PUBLICITY

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

1.9 VENDOR REFERENCES: ATTACHMENT A

Vendors must submit with the response five (5) reference accounts (including company name, persons to contact, email addresses, and telephone numbers) in the United States with services as proposed under this RFQ. The services must have been performed by the vendor for at least ninety (90) days. The State Procurement Official reserves the right to request or obtain additional information.

1.10 NEGOTIATIONS:

As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible vendors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of bid response and negotiation for best and final offers.

1.11 TECHNOLOGY ACCESS CLAUSE

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the Arkansas Department of Education that the technology provided to ADE for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: 1) providing equivalent access for effective use by both visual and non-visual means; 2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and 3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

1.12 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURAL PROGRAM

The respondent solution must comply with the State’s Shared Technical Architecture Program which is a set of policies and standards that can be viewed at www.techarch.state.ar.us. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

SECTION II TYPES OF SERVICES REQUIRED

2.0 SCOPE OF WORK

The types of services to be performed are outlined in the Introduction (Section 1.0) of this document. The Technical Services Contract to be executed will provide a listing of specific entities to review and assess and a description of the information technology and processes in place at each.

2.1 PROJECT SCOPE

The objectives are for vendor to review and assess the security controls that protect the critical information from initial entry to final data storage. IT security controls are the wide range of management processes and technology mechanisms used to protect the information in the system. The assessment will identify both the strengths and weaknesses in IT security controls based on an agreed upon industry standard. In addition, the vendor will conduct a security risk assessment of the APSCN information system based on an agreed upon industry standard.

2.2 VENDOR RESPONSIBILITIES

2.2.1 Project Management

Purpose: Vendor will provide project management for vendor responsibilities in the Scope of Work.

Objectives:

Provide a framework for project communications, reporting, procedural and contractual activity.

Be the primary liason with APSCN.

2.2.2 Conduct Security Review and Assessment

2.2.3 Perform gap analysis between findings and best practices

2.2.4 Develop recommendations based on the findings

2.2.5 Present a final report with a strategy to address key enterprise-wide recommendations

2.3 STRATEGY FOR SOURCING OF DATA GROUPINGS

To reach the end point, multiple sources are utilized. The sources included are:

Pentamation Transactional Systems- Each of the approximately 245 districts, 15 cooperatives and 8 open enrollment charter schools will have two separate databases: Student and Finance. Loading district level data, extracts are used to directly access each of the databases for the sourcing of information into the ADE data warehouse. The extracts are written to retrieve the information elements defined within the Cognos EPMS district view data model.

Cycle Submissions for SIS-The process for Cycle submission has evolved over several years and has matured to a robust architecture which supports the process of districts certifying data to the state. There are currently seven cycle submissions with stated deadlines. The process is as follows:

Data is extracted from Pentamation

Reference data is loaded from source files

District staff enter additional data elements via data entry screens

Reports are reviewed by the district to verify data

Corrections are made, process repeated until the district is ready for submission

Signoff is submitted and data is ready for use by state

At the conclusion of this process the data is resident in the SIS0 database and from there is processed through the ETL into the Cognos Consolidated EPMS structures in the ADE data warehouse.

Assessment data – Data is provided in flat files by Testing Companies who provide scoring of tests. Extracts will process the test scores, perform necessary transformations and load into the ADE data warehouse dimensional structures.

2.4 TECHNICAL INFORMATION

ADE-APSCN has a hardware environment supported externally by the State of Arkansas Department of Information Systems (DIS). The following information will give vendors an idea of the technical environment in which the requested services will occur.

DIS leverages an IBM AIX Unix environment to support current SunGard Pentamotion applications. All but three state K-12 public schools use SunGard Pentamotion's FinancePlus and StudentPlus administrative software purchased by the state and are provided, via a statewide network, a processing environment by DIS. Eight IBM RS-6000 machines running an AIX operating system act as applications servers. These applications servers are connected to two AIX machines that store the user directories and printer definitions. Two additional AIX machines are used for DNS load balancing and Lightweight Data Access Protocol (LDAP) for central authentication and management of user IDs. The database servers are comprised of two IBM 9133's running AIX and the Informix Dynamic Server database management system.

For support of the ADE data warehouse (Cognos EPMS), which anticipates 3500 users ultimately, six JS20 IBM Blade servers with two processors each were placed into service. A dedicated server is used for development. The databases used for production, both staging and dimensional structures, are duplicated on the development server. Components necessary to support the Cognos ReportNet environment were installed and included DB/2 UDB 8.1 for the Cognos ReportNet Content Store, JRE 1.3.1, Cognos ReportNet software, and an Apache web server. The web server was configured with virtual directories for Cognos ReportNet. The Content Store database was created within DB/2, and connectivity was established between ReportNet and DB/2.

EPMS utilizes the following software applications:

- Cognos DecisionStream
- Cognos ReportNet (CRN)
- Cognos PowerPlay Enterprise Server (PPES)
- Cognos PowerPlay Transformer for UNIX (PPTS)
- Cognos Access Manager
- Cognos Access Manager Server
- Sun One Directory Server
- IBM LDAP (DIS LDAP Server)
- DB2 UDB Enterprise Edition v8.1
- Informix client software
- Apache Web Server

2.5 PROPOSAL INFORMATION TO BE SUBMITTED

The proposal shall clearly address all of the information requested herein. Since prior experience weighs heavily in the evaluation process, information submitted should be complete and make a convincing case that the vendor can perform high quality work within schedules and budget constraints.

The proposal shall be organized in the following manner with the subject headings and sequence indicated:

Introduction

Experience and Past Performance

Experience and Past Performance (Must be submitted with Qualification Proposal)

1. Provide list of IT security review and risk assessment projects performed in the last five years.
2. Provide list of industry standard sources you would recommend be used for gap analysis referred to in section 2.2.3.
3. Provide model you have used for similar projects in the past that you might recommend be used for completing this project.

Organization and Personnel (Must be submitted with Qualifications Proposal)

1. Identify key personnel who will have actual responsibility for the project.
 - a. Describe their experience, qualifications, and certifications relative to this type of project.
 - b. Attach resumes and a list of recent projects with a reference for each.
 - c. Describe primary duties and responsibilities.
2. How can you assure the ADE that the key personnel proposed for this project would be committed to the project through completion or that an acceptable replacement can be provided in a timely manner?
3. Describe the process you follow when working with a client to plan, develop, test, and implement all phases of a project.

2.6 VENDOR PROFILE

The vendor must submit with its response six (6) copies of the following information about its organization:

1. Business Name
2. Home office address
3. Nearest sales/support office address
4. Primary contact name
5. Primary contact title
6. Primary contact telephone
7. Primary contact fax
8. Primary contact e-mail address
9. How many years the organization has been in this type of business.
10. Respondent's financial status and audited financial statements for the last two (2) calendar years and the Respondent's financial ability to carry out the objective.
11. Copies of certifications, licenses or endorsements.

SECTION III SELECTION CRITERIA

3.0 EVALUATION & SELECTION

Responses will be reviewed by OSP to ensure that all mandatory requirements have been submitted. An evaluation team determined by ADE will review the overall qualifications to determine how effectively the vendor's response fulfills the mandatory requirements of the RFQ.

ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event that ADE deems it necessary to have the vendor further explain or demonstrate their capabilities, the vendor shall make oral and/or written presentations and/or equipment demonstrations to comply with the requirement. All expenses associated with the system demonstration (except for travel, meals and lodging expenses for agency personnel) will be borne by the vendor.

3.1 EVALUATING CRITERIA

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

1. Qualification and Capability	
A. General Firm Information	25
B. Experience and Past Performance	60
C. Organization and Knowledge of Personnel	40
D. Financial Stability	25
TOTAL MAXIMUM POINTS:	150

STANDARD TERMS AND CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
- 3. BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances.
SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.
- 4. AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 5. AWARD: Term Contracts:** It is the intent of the State to award a contract. A Request for Qualifications does not commit the State Procurement Official to award a contract or to procure services or supplies. A term contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.
- 6. FIRM CONTRACTS:** A written state purchase order mailed or otherwise furnished, to the vendor within the time of acceptance specified by Agency.
- 7. STATE PROPERTY.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 8. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 9. ASSIGNMENT:** Neither any contract entered into pursuant to this request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 10. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

11. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

12. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees to the following::

- (a) The bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
- (b) In all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
- (c) The bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute
- (d) Failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
- (e) The bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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

14. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the vendor named on the front of this request for proposal, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

15. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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.

FEDERAL ID NUMBER		SUBCONTRACTOR:	
TAXPAYER ID #		SUBCONTRACTOR NAME:	
IS THIS FOR:			
☐ Goods?		☐ Services? ☐ Both?	
TAXPAYER ID NAME:			
YOUR LAST NAME:		M.I.:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

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:

FOR INDIVIDUALS *

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 (v)		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.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

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.

Position Held	Mark (v)		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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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 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. 1 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 term 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. _____

**Attachment A
Vendors References**

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____

**Attachment A
Vendors References.**

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____

Company Name: _____

Contact Name _____

Contact's Title _____

Contact E-mail Address _____

City _____ State: _____

Telephone Number and Area Code: _____

Description of Services Furnished: _____