

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

REQUEST FOR QUALIFICATIONS

Bid Number: SP-08-0393

Buyer: Jenny DeSalvo

Commodity: Qualifications for Programming Development,
System Analysis and Database Administration Services
Date: June 10, 2008

Bid Opening Date: June 27, 2008

Bid Opening Time: 10:00 A.M.

QUALIFICATION BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE 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 ADDRESS:

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

BID OPENING LOCATION:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9321

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 *

GENERAL DESCRIPTION: Submit qualifications demonstrating the ability to provide programming, development, system analysis, and database administration to the Employee Benefits Division of the Department of Finance and Administration.

TYPE OF CONTRACT: Term contract of three (3) years from date of award with optional to renew for four (4) one year increments or a portion thereof upon mutual agreement of both parties

BUYER: Jenny DeSalvo, jenny.desalvo@dfa.state.ar.us

MINORITY BUSINESS POLICY

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the 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 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 as "non-responsible" and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to this RFQ. In signing and submitting its bid, 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 will be posted on the Office of State Procurement website (www.arkansas.gov/dfa/purchasing/) 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 (14) day posting period. Accordingly, any reliance on these preliminary results is at the Agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation of Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation of Award section of the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

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SECTION I
GENERAL INFORMATION

1.0 INTRODUCTION

The Employee Benefits Division of the Arkansas Department of Finance and Administration is responsible for managing the group health and life insurance programs and other select benefit programs for active and retired state and public school employees to build quality programs that operate in an efficient and effective manner to ensure responsive customer service, promote member education, confidentiality, affordability and accessibility.

Currently, the Employee Benefits Division has an internal staff of over 70 state and contract employees. EBD's current member population consists of over 120,000 insured individuals with over 600 insurance representatives employed by agencies and school districts within the State of Arkansas and the Arkansas Public School System.

In 2003, EBD contracted with a vendor to provide a health benefits administration system to comply with the Health Insurance Portability and Accessibility Act of 1996. Since then the core system has been extended to provide improved functionality to meet new federal, state and board mandates.

This is a request for qualifications for programming development, system analysis and database administration services for the Employee Benefits Division of the Department of Finance and Administration. This work will be part of an extension project to an existing health benefits administration system. This includes but is not limited to the following: eligibility, health and pharmacy claim administration, medical management and financial tools and reporting. Vendor is responsible for testing all applications, enhancements, and additions prior to implementation.

The project will consist of enhancing the current functionality of the system along with creating new tools for internal staff, external partners, and members of the Arkansas State and Public School insurance plan. Programming enhancements and planning will be developed and approved under the direct supervision of EBD's Technical Manager or a designated administrator.

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 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, Jenny DeSalvo, at jenny.desalvo@dfa.state.ar.us.

1.3 CAUTIONS TO VENDORS

Only proven experience in this field of discipline will be considered. Vendors must submit the signed original document and five (5) copies of the Request for Qualifications.

- A. During the time between the bid opening and contract award, Vendor will not initiate contact with the issuing office or requesting Agency concerning this RFQ. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the RFQ stating first the paragraph number, the specification, and then the vendor's response.
- C. For a bid to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original bid that is submitted.
- D. All official documents and correspondence shall be included as part of the resultant contract.
- E. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFQ, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:

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- 1) Failure of the vendor to submit bid(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 sign the Official Bid.
- 4) Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFQ.
- 5) Failure of any proposed services to meet or exceed the specifications as outlined in this RFQ.

1.4 TERMS AND CONDITIONS OF BID

- A. Term contract of three (3) years from date of award with option to renew in four (4) one year increments or a portion thereof upon mutual agreement.
- B. All invoices shall be forwarded in duplicate to the:
Employee Benefits Division
P.O. Box 15610
Little Rock, AR 72231
Each invoice must show an itemized list of charges by type of service.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the vendor has successfully satisfied the Agency as to the reliability and effectiveness of each service as a whole.
- D. To be considered, vendors must include as part of their bid all of the provisions of the RFQ. An official authorized to bind the vendor to the resultant contract must sign bids.
- E. The Office of State Procurement will not sign any documents that include terms or conditions other than those outlined in this RFQ.
- F. The successful vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor and surety shall indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.
- G. The vendor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- H. Financial and accounting records must be available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.5 RFQ FORMAT

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

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

1.6 PROPRIETARY INFORMATION

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

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1.7 RESERVATION

This RFQ does not commit the State Procurement 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.

1.8 BID OPENING DATE AND LOCATION

To be considered, bids must be received prior to the time and date specified on page one of the RFQ.

Bids shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas

1.9 PUBLICITY

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

1.10 CONFIDENTIALITY

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

1.11 WARRANTY

The vendor must state any warrant for all services and any other item provided by the vendor in conjunction with this RFQ.

1.12 CANCELLATION

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

1.13 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 bid unless the State Procurement Official has given written consent to the delegation.

1.14 VENDOR REFERENCES

Vendors must submit, with the bid, at least three (3) reference accounts located in the United States who have been provided client services of a same or similar nature in the last five (5) years. Reference must include, contact person, telephone number and email address.

1.15 IMPLEMENTATION SCHEDULE

The State requires implementation of the vendor's services no later than August 1, 2008. Vendor must be prepared to perform required services on this date.

1.16 NEGOTIATIONS

As provided in this Request for Qualifications and under regulations, The State reserves the right to hold discussions with vendors, in order of ranking, for the purpose of obtaining clarification of bid response and negotiation for best and final offers.

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1.17 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 Department of Finance and Administration, Employee Benefits Division (EBD) that the technology provided to EBD 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 or 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.

1.18 SEVERABILITY

In the event that any portion, section, or requirement contained in this RFQ is invalid or unenforceable, the remaining portions, sections, and requirements shall remain intact and enforceable to the extent allowed by law.

1.19 TERMINATION

Either party may terminate this contract by not renewing at the appropriate time. EBD may terminate this contract at any time for nonfeasance, misfeasance, or malfeasance and with thirty (30) days notice without cause.

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SECTION II
SYSTEM REQUIREMENTS

2.0 SYSTEM REQUIREMENTS

Shared Systems:

- (1) Server includes two Xeon CPUs (2.80 GHz), 4 GB RAM, 6 SCSI Hard drives - 4 x 300 GB, 2 x 110 GB. This unit runs Ubuntu Linux version 6.06.
- (2) Server includes two Xeon CPUs (2.7 Ghz), 6 GB RAM. Storage includes: Physical Array #1 = 2x 36GB Hdd RAID-1, Physical Array #2 = 2x 146GB Hdd RAID-1, Physical Array #3 = 7x 146GB Hdd RAID-5. This unit runs Windows 2000 Advanced Server.
- (3) Server includes one Xeon CPU (2.2 GHz), 2 GB RAM. Storage includes: Physical Array #1 = 2x 18GB Hdd RAID-1, Physical Array #2 = 2x 146GB Hdd RAID-1.
This unit runs Windows 2000 Server
- (4) Server includes dual-core AMD Opteron (2.6GHz), 8 GB RAM. Storage includes: Physical Array #1: 4x 136GB Hdd - RAID-5
This unit runs Windows 2003 Server Enterprise Edition

Network:

System (1) is housed on the University of Arkansas for Medical Sciences (UAMS) network

Systems (2), (3) and (4) are housed on the Department of Finance & Administration (DFA) network

User Workstations:

Internal Staff uses Windows XP operating system for accessing the client server portion of the system. The client server portion is limited to internal staff and 5 Arkansas State Highway and Transportation employees.

All other access is through the web on various platforms and browsers. The recommended browser for the system is Mozilla Firefox.

Databases:

System (1): PostgreSQL

System (2): Oracle 9i

System (4): MySQL

Programming Languages:

System (1): Java

System (2): PL/SQL, Java

System (4): PHP

Web Server:

System (1): Apache/Tomcat 5.5.x

System (3): Apache

System (4): Resin Pro

2.1 TECHNICAL CONSTRAINTS

- Due to the highly sensitive nature of the data, all applications should be handled and tested against a high amount of security and confidentiality validations.
- All web based development must function with the latest version of Mozilla Firefox and Internet Explorer 6.x and higher.

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SECTION III-
SUBMISSION OF INFORMATION

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 consultant can perform high quality work within schedules and budget constraints.

3.0 VENDOR PROFILE

- 1) Business Name:
- 2) Business Address:
- 3) Alternate Business Address:
- 4) Primary Contact Name, Title, Telephone, Fax and E-mail address:
- 5) How many years this company has been in this type of business:
- 6) Respondent's financial statements for the last three (3) calendar years and the Respondent's financial ability to carry out the objective:
- 7) Please include copies of any certifications, licenses or endorsements.
- 8) Vendor must provide, as part of the response to this RFQ, a statement of market differentiation and describe what makes the vendor better than others who provide similar services.

3.1 ORGANIZATION AND PERSONNEL

- 1) Identify key personnel who will have actual responsibility for this project:
 - a) Describe their experience relative to this type of project
 - b) Describe their primary duties and responsibilities as it would relate to this project
 - c) Attach resumes and a list of recent projects with a reference for each
- 2) How can you assure EBD that the key personnel would be committed to the project through completion and during maintenance stages?

3.2 GENERAL EXPERIENCE AND PAST PERFORMANCE

- 1) Describe your experience with system development, system analysis and database administration:
- 2) Describe your capabilities/specialties in the following areas: conceptual development, working in a team environment and client training:
- 3) List two or more applications you have developed, or assisted in development, that have the potential complexity of a government system (complex information, multiple department use, broad user base and interactive features):
- 4) What is the most successful project in all respects you have worked on and why? Which project was the least successful and why?

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3.3 DETAILED EXPERIENCE

1) List your experience in the following database environments:

Type	Yes or No	If Yes, how many years experience
Oracle		
PostgreSQL		
MySQL		

2) List your experience with the following programming languages:

Type	Yes or No	If Yes, how many years experience
Java		
PL/SQL		
Python		

3) If you answered Yes to Java, list your experience with the following technologies:

Type	Yes or No	If Yes, how many years experience
Jasper Reports		
Hibernate		
Wicket		
Struts		
Spring		
Java Imaging		
Acegi		
UNO - SDK		

4) Describe any experience you have with the following:

- a) Working in a health insurance environment:
- b) Working with medical and/or pharmacy claims:
- c) Working with ANSI X12 EDI transactions:
- d) Automation of file transfers through WebDav services:
- e) Letter generation:
- f) Working in a collaborative environment using version control technologies:
- g) HIPAA regulations:
- h) The Arkansas Administrative Statewide Information System (AASIS):

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3.4 PROCESS FOR DEVELOPING ENHANCEMENTS

- 1) Describe the process you follow when working with a client to develop potential enhancements from the initial planning stages through the approval of the design:
- 2) Describe the process you follow when working with a client to implement the design, from acceptance of the concept to a functional application:

**SECTION IV
CRITERIA FOR SELECTION**

4.0 EVALUATION & SELECTION

Responses will be reviewed by OSP to ensure that all mandatory requirements have been submitted. An evaluation committee determined by EBD will review the overall qualifications to determine the vendor that is best qualified to fulfill the requirements of this RFQ.

ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event that EBD deems it necessary to have the vendor further explain or demonstrate their capabilities, the top three (3) technically ranked vendors 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.

4.1 EVALUATING CRITERIA

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

Evaluation Criteria	
A. Vendor Profile	70
B. Organization and Personnel	30
C. General Experience and Past Performance	100
D. Detailed Experience	100
E. Process for Developing Enhancements	50
F. Presentation/Demonstration (if required)	50
Total Points:	400

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STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. Acceptance and Rejection: The State reserves the right to accept or reject all or any part of a proposal or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. Bid Submission: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances. SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.
4. Amendments: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
5. Award: Term Contracts: It is the intent of the State to award a contract. A Request for Qualifications does not commit the State Procurement Official to award a contract or to procure services or supplies. A term contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.
6. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the vendor within the time of acceptance specified by Agency.
7. State Property: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the FOB point properly identifying what is being returned.
8. Patents or Copyrights: The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
9. Assignment: neither any contract entered into pursuant to this request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
10. Other Remedies: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
11. Lack of Funds: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered, but unpaid for, goods will be returned in normal condition to the contractor by the state. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.
12. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees as follows:
 - a) The vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
 - b) In all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
 - c) The vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;

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- d) Failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
- e) the vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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

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

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

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Attachment
Vendors References

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

-

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

-

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

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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST 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 (✓)		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

FOR A VENDOR (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 (✓)		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. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____