

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

REQUEST FOR QUALIFICATIONS

Bid Number: SP-08-0382

Buyer: Jenny DeSalvo

Commodity: Qualifications to Develop & Manage Annual
Internal Training Conference

Bid Opening Date: June 2, 2008

Date: May 21, 2008

Bid Opening Time: 1:00 P.M.

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

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

MAILING ADDRESSES:

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

BID OPENING LOCATION:

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

Company Name:

Name (type or print):

Title:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

Identification:

* *

Federal Employer ID Number

Social Security Number

Business Designation
(check one):

Individual
*

Sole Proprietorship
*

Public Service Corp
*

Partnership
*

Corporation
*

Government/ Nonprofit
*

GENERAL DESCRIPTION: Qualify Vendors who are competent and experienced in public relations, marketing, communications, and event planning for the development, execution, and management of the annual internal training conference.

TYPE OF CONTRACT: Term – One year from date of award with option to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

BUYER: Jenny DeSalvo

MINORITY BUSINESS POLICY

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a 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.

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/procurment/pro_index.html

ALTERATION OF ORIGINAL DOCUMENTS

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

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

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION:

The purpose of this Request for Qualification (RFQ) is to select a qualified vendor to provide the development, execution, and management of the Arkansas Workforce Investment Board's annual internal training conference. The Workforce Investment Board intends for these specifications to detail the full scope of services required to fully execute a three-day, offsite training opportunity.

The purpose of the conference is to provide workforce development professionals from numerous fields with the opportunity to enrich their knowledge and skills and network with others in the workforce development sector. This year's conference will feature keynote presentations, round table discussions, and focused workshops addressing a variety of critical topics and emerging trends in key areas of workforce development such as:

- Job Seeker and Business Services
- Youth Programs
- Personal Development
- Program Planning/Management
- Leadership
- Economic and Workforce Development
- Education and Workforce Development
- Technology

The successful vendor will work with the Workforce Development Conference Staff Planning Committee.

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, 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. Prospective vendors should possess knowledge and experience in public relations, marketing, communications, and event planning.

- A. During the time between the proposal opening and contract award, Vendor will not initiate contact with the issuing office or requesting Agency concerning this RFQ. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the RFQ stating first the paragraph number, the specification, and then the vendor's response.
- C. Vendors must submit signed original proposal on or before the date specified on page one of this RFQ. The vendor must submit six (5) copies of the proposal, one (1) of which must be an electronic version, preferably in MS Word format, on CD or Floppy disk. **Do not include pricing in the RFQ.** Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours.
- D. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal that is submitted.
- E. All official documents and correspondence shall be included as part of the resultant contract.
- F. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFQ, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - 1) Failure of the vendor to submit proposal(s) on or before the deadline established by the issuing office.

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

1.4 TERMS AND CONDITIONS OF PROPOSAL

- A. The term of the contract shall be for one (1) year with option to renew Six (6) additional One (1) year increments or a portion thereof upon mutual agreement.
- B. All invoices shall be forwarded in duplicate to the:

Arkansas Workforce Investment Board
P.O. Box 2981
Little Rock, AR 72203

Each invoice must show an itemized list of charges by type of service.

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

1.5 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 proposal to be rejected. It is requested that vendors respond to each item or paragraph of the RFQ in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgment; no response will be interpreted as an affirmative response.

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

1.6 PROPRIETARY INFORMATION

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

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 proposal in response to this request, or to procure or contract for services or supplies.

1.8 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event it is deemed necessary to have the vendors further explain or demonstrate the functions of the proposed service, the top two (2) highest qualified ranked vendors shall make oral and/or written presentations and/or demonstrations to comply with the requirement.

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

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

1.9 PERFORMANCE SECURITY

In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the vendor will be required, upon the issuance of a resultant contract, to provide a performance security in an amount of at least 50 percent of the total negotiated price 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 contract. 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.

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.

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.

1.10 PRIME CONTRACTOR RESPONSIBILITY

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

1.11 PROPOSAL OPENING DATE AND LOCATION

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

1.12 STATEMENT OF LIABILITY

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

1.13 AWARD RESPONSIBILITY

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

1.14 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.

1.15 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.

1.16 CONTRACT INFORMATION

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

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

1.17 VENDOR REFERENCES

Vendors must submit, with the proposal, at least three (3) reference accounts (including company name, persons to contact, email addresses, and telephone number) located in the United States demonstrating experience in planning/managing events similar in size and scope to that proposed under this RFQ. The State Procurement Official reserves the right to request or obtain additional information.

1.18 IMPLEMENTATION SCHEDULE

The State requires implementation of the vendor's services no later than July 1, 2008. Offers must include this date of implementation as part of their proposal.

1.19 CONTRACT PAYMENT

Payment will be made only after the contractor has successfully satisfied the Arkansas Workforce Investment Board as to the reliability and effectiveness of the service provided.

1.20 NEGOTIATIONS

As provided in this request for qualifications and under regulations, discussions may be conducted with responsible offeror who submit proposals 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.

SECTION II

SCOPE OF SERVICES

2.0.0 Scope of Services

The State of Arkansas Workforce Investment Board is seeking proposals from qualified vendors to assist the Department with the implementation of their annual internal training conference which will be held October 29-31, 2008 at the Little Rock Doubletree and Robinson Center.

The successful Vendor will be able to provide the following services:

- Offer advice/opinion to the Planning Committee and Workforce Investment Board (as appropriate) on select event planning and management details;
- Upon designation, act on behalf of the Planning Committee with vendors, sponsors, presenters, and attendees;
- Maintain working/professional relationship with the Workforce Investment Board;
- Attend all Planning Committee Meetings and provide regular updates for all tasks managed;
- Appoint a senior level manager to serve as key point of contact for approval and review of event planning components and overall event management;
- Represent the Planning Committee and/or Workforce Investment Board to the media or press (as directed and with proper authorization) only for matters involving the annual conference;
- Maintain proper records and files, which would become the property of the Workforce Investment Board upon the completion of this engagement;
- Provide its own creative and public relations resources as well as its own clerical, professional and support staff;
- Provide an initial response within forty-eight hours for public relations and publicity inquiries and opportunities;
- Designate a contact person or persons to be available at all times during normal business hours;
- Assist the Planning Committee in executing sponsorship opportunities for the conference;
- Direct the Planning Committee in identifying speakers, trainers, business leaders, and community advocates to serve on conference panels;
- Design and develop newsletters, special conference correspondence, program book, conference portfolio, and collateral items to be distributed to attendees;
- Manage all conference special events including luncheons, banquets, and hospitality activities;
- Provide planning updates for internal communications, website postings, and travel planning;
- Demonstrate previous event management successes;
- Provide internal support to encourage conference participation;
- Identify and execute opportunities to promote Workforce Investment Board employee development efforts;
- Provide diversity training program as part of rotating conference training schedule.

2.0.1 VENDOR PROFILE

Supply the following information, with your qualifications, about your organization:

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

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

The vendor shall detail how many years the organization has been in this type of business.

The vendor shall provide documents showing financial stability and viability of company to provide the required services.

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 the Workforce Investment Board will review the documents to determine the two (2) highest ranked qualified vendors to make presentations/demonstrations if deemed necessary by committee.

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. General Information and Expertise	
A. General Firm Information	20
B. Financial Soundness – Stability, financial viability	50
C. Scope of Services – Ability to meet the requirements as documented in Section 2	100
D. Ability to provide appropriately qualified resources for the project duration	25
E. Vendor availability to begin project expeditiously	25
Total Maximum Points Available: 220	

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

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

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

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

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	
TAXPAYER ID NAME:			
IS THIS FOR:			
☐ 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 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 (✓)		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 _____
Date _____

Title _____

Vendor Contact Person _____

Title _____

Phone No. _____

Attachment A
Vendors References

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

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1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. Contact Email Address: _____
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