

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

REQUEST FOR QUALIFICATIONS

Bid Number: SP-10-0284	Buyer: Jan Roberts
Category: Legal Services (Securities and Investments)	Initial Bid Opening Date: May 7, 2010 This solicitation is open ended. Qualifications may be submitted any time during the contract period or any extension thereof.
Date: April 23, 2010	Bid Opening Time: 1:00 P.M. (CENTRAL)

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

MAILING & BID OPENING ADDRESS:
Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
Phone: 501-324-9316

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 Individual Sole Proprietorship Public Service Corp

(check one):	*	*	*
	Partnership	Corporation	Government/ Nonprofit
	*	*	*

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". Check minority type: African American _____ Hispanic American _____ American Indian _____ Native American _____ Asian _____ Pacific Islander _____ Certification number _____

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 proposal response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 OF 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html

ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP 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 RFP. In signing and submitting its proposal, 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 RFP, shall be grounds for rejecting a proposal.

REQUIREMENT OF AMENDMENT

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

ANTICIPATION OF AWARD

After complete evaluation of the proposal, the anticipated award 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 proposal 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 www.arkansas.gov/dfa/procurement.

Section 1 – General Information

Introduction: Intent, Background and Purpose

ATRS is a \$10 billion dollar public pension plan created by the State of Arkansas pursuant to Act 266 of 1937 and governed by the State's retirement laws (A.C.A. § 24-7-204 *et seq.*) ATRS is a combination contributory/non-contributory multiple-employer defined benefit pension plan qualified under IRC § 401(a). ATRS administers a program of benefits (retirement, disability and survivor's) for employees of Arkansas public schools and educationally related agencies and their beneficiaries. ATRS plan participants and annuitants number more than 106,000 persons. ATRS invests employer and member contributions to the pension trust fund and administers the system for the exclusive benefit of pension plan members, annuitants, and their survivors or beneficiaries. As a public pension plan, ATRS is not subject to Title I of ERISA.

ATRS is governed by a fifteen-member Board of Trustees, eleven of whom are elected (seven active member trustees, three retired trustees, and one trustee who is a member of a racial ethnic group and is either an active or retired member). In addition, the State Bank Commissioner, the State Treasurer, the State Auditor, and the Director of the Department of Education serve as *ex-officio* trustees. The ATRS Executive Director, appointed by the Board of Trustees, is responsible for the overall administration of ATRS and the programs of benefits it administers. ATRS employs a professional staff to administer the pension plan and to manage its investment program.

ATRS may invest in any kind of property or type of investment consistent with the standards of A.C.A. § 24-2-601 *et seq.*, the prudent investor rule, and the ATRS investment policies. To fund plan benefits, ATRS invests in public equities, fixed income securities, and alternative assets securities such as real estate, private equity limited partnership interests and securities issued by private investment funds engaged in strategic trading. The ATRS portfolio is externally managed. ATRS delegates investment discretion to external managers. ATRS engages a custodian bank to hold its assets and clear and settle public securities trades through broker-dealers. The custodian is authorized to lend ATRS securities held by the custodian. The custodian appoints sub-custodians in foreign jurisdictions where ATRS managers invest in locally-traded securities of public issuers. ATRS engages expert consultants and advisors to assist and advise the ATRS board and staff regarding investment matters.

Issuing Agency

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) for the State of Arkansas. The issuing office is the sole point of contact in the State of Arkansas for the selection process. Questions regarding RFQ related matters should be addressed to the buyer, Jan Roberts, Phone: (501) 371-6057, Email: jan.roberts@dfa.arkansas.gov.

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.

RFQ Opening Date and Location

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

Reservation

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

1. Proprietary Information

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

2. Publicity

- A. 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 Purchasing Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without written approval from the State Purchasing Director, and then only to persons designated.

3. Cautions to Vendors

- A. For a 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 a 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:
 - Failure of the vendor to submit proposal on or before the deadline established by the issuing office;
 - Failure to supply required information; and/or
 - Failure to sign the Official Proposal.

4. Confidentiality

- A. The firm shall be bound to confidentiality of any information that its employees may become aware of during the qualification process. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for disqualification.

5. Negotiations:

- A. As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible offerors 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.

6. Contract Period:

- A. The term of this contract shall be from July 1, 2010 – June 30, 2011. The State reserves the right to renew and add qualified vendors annually for six (6) years or a portion thereof.

Section 2 – Scope of Work

General Matters Regarding Use of Outside Counsel and Scope of Services

The Office of the Attorney General of Arkansas generally provides legal representation to ATRS. However, ATRS also engages outside counsel on an as-needed basis in connection with its investment program, tax qualification, complex litigation, and other matters requiring specialization. The ATRS Executive Director has primary responsibility to select, manage, monitor and coordinate the provision of legal services by outside counsel.

The purpose of this RFQ is to identify law firms and attorneys who are qualified to serve as outside counsel. Depending on ATRS needs and the subject matter area, outside counsel may be engaged on a retainer basis for ongoing representation in multiple matters. Engagements are subject to Attorney General approval. Attorneys submitting qualifications must be qualified and licensed professionals licensed to provide legal services in Arkansas.

This RFQ does not affect retainer agreements or designations for pending process described herein, any and all pre-existing designations of outside counsel in the practice areas that are the subject of this RFQ will expire. Any outside counsel currently designated as outside counsel who seek to be eligible for future retentions must submit qualifications in accordance with this RFQ.

The selected firm(s) or individual(s) will be expected to enter into negotiations with ATRS to further define the services provided and the compensation of such services and the length of the engagement. Cost and past experience will be particularly important.

Outside counsel's primary contact at ATRS will be the Executive Director or his or her designee, and outside counsel's engagement will generally be coordinated through the Executive Director. If requested by the Executive Director, outside counsel will attend ATRS committee or board meetings to present information and advice or to respond to questions.

The Executive Director must authorize use of the services of outside counsel pursuant to an engagement.

Familiarity and experience with public pension trust fund concepts, state agency procedures, fiduciary standards and responsibilities, Arkansas freedom of information laws, and the ability to handle complex litigation are positive factors that may be considered in selecting outside counsel.

The subject matter areas are described in more detail below.

Securities

ATRS engages outside securities counsel to provide expert legal advice on a wide variety of investment vehicles, including but not limited to, private equity placements, public offerings, REITs, fixed income products, hedge funds, and investment partnerships. Primarily, ATRS participates in large-scale investments involving placements of \$50,000,000 or more. Outside securities counsel will:

Act as outside counsel for ATRS in its capacity as a participant, limited partner, investor, etc., as applicable to the specific investment vehicle.

Review and/or prepare documents traditionally utilized in a wide variety of securities transactions, including offering memoranda, opinion letters, subscription agreement, side agreements, participation agreements, servicing agreements, etc.

Review and propose revisions to offering documents and opinions prepared by counsel to other parties to the transaction.

Assist in negotiations with other parties to the transaction (e.g., investment agreement providers and rating agencies).

Assist in structuring transactions in consultation with ATRS Staff, underwriter's counsel, senior managing underwriters, and ATRS financial advisors.

Other General Legal Issues

ATRS engages outside counsel to supplement legal advice its Board and key personnel receive from its in-house counsel and from the Arkansas Attorney General. This legal advice may include knowledge of fiduciary responsibilities or other general issues affecting ATRS. Outside counsel will provide specialized legal advice on matters involving the exercise of the fiduciary responsibilities of the Board and key staff members and on matters involving potential liability of both ATRS and the Board. The services of outside counsel must be authorized by the Executive Director, and will generally be coordinated through the office of the ATRS General Counsel.

Outside counsel must be able to demonstrate substantial practical knowledge, skill, and experience with respect to the legal duties of trustees, including without limitation the common law of trusts as set forth in the restatements of the law of trusts, the Arkansas statutory law of trusts as found in the Arkansas Code, and relevant case law. Outside counsel must be conversant with investment matters generally, including portfolio theory. Preferably, counsel should be acquainted with the special legal concerns of public pension systems and institutional investors. Additionally, it will be helpful if outside counsel has experience with ERISA (ATRS is not subject to ERISA), the Internal Revenue Code as it relates to qualified governmental plans, and actuarial funding of pension plans, particularly defined benefit plans. Outside counsel will be expected to have a working knowledge of the state laws creating or governing the retirement system. Finally, outside counsel should be able to demonstrate political sophistication and sensitivity to conflicts of interest questions and related ethical issues, especially as they apply to investment and financial transactions involving the system. Outside counsel will perform the following specialized duties in this area:

Provide advice and representation to ATRS regarding general legal matters that arise in the course of ATRS' business.

Respond with formal legal opinions to questions submitted by the Board, the Executive Director, or the Executive Director's designee.

Review investment policies and procedures, review proposed changes, and submit comments and recommendations to ATRS Staff and Board.

Provide education and training programs on fiduciary responsibility, including a written outline, to the Board and key staff.

Provide requested opinions on ethical and conflict of interest questions with respect to system fiduciaries.

Assist as requested in the communication of concerns involving ATRS to trustees, staff, consultants, advisors and other parties.

Attend ATRS board meetings when requested by the Executive Director and respond to questions.

Provide advice on potential liabilities of trustees and other ATRS fiduciaries.

Terms of Agreement

All engagements must be evidenced by a standard ATRS form of Outside Counsel Agreement. A typical term for an engagement would be a fiscal year (July 1 – June 30), with optional renewals by ATRS for one additional fiscal year as needed. At ATRS' option, ATRS may seek approval by the Arkansas Attorney General and the Department of Finance and Administration and review by the Arkansas Legislative Council for additional renewals or an extended initial term. Services under this RFQ will not commence before July 1, 2010. Each agreement is subject to inclusion of all applicable statutory requirements and any required internal and external approvals, including the approval of the Arkansas Attorney General, as applicable.

ATRS will accept hourly fees for services on a retainer basis, but will consider flat rates, if appropriate and in the best interest of ATRS. Each engagement will be subject to a fee cap specified in the agreement. ATRS retains the right to terminate the agreement for any reason and at any time upon the payment of fees and expenses earned to date.

Outside counsel must agree to comply with Governor's Executive Order 98-04, the disclosure and certification requirements thereunder, and the conflict of interest provisions of the agreement.

If chosen, outside counsel must execute the required State of Arkansas Professional/Consultant Services Contract form and attachments thereto and must comply with the representations, warranties and certifications set forth therein.

Section 3 - Submission Format and Information Requirements

A response must set forth each question or request for information required below, followed by the narrative answer. Supplemental information (such as general firm information or attorney resumes), if any, must be restricted to appendices following the responses.

The pages of each response submitted must be numbered sequentially with the name of the firm printed on each page. A response, inclusive of appendices and any title page, must be on standard white or buff 8-1/2" x 11" paper in at least 10 point type, and may not exceed ten pages for each subject matter area.

Three (3) stapled copies of each submission, punched for standard three-hole binder, must be submitted under a cover letter on firm letterhead.

RESPONSES SHOULD BE NARROWLY FOCUSED ON FIRM AND ATTORNEY COMPETENCY, QUALIFICATIONS, AND EXPERIENCE IN SUBSTANTIALLY SIMILAR CLIENT MATTERS FOR SIMILAR CLIENTS.

The information contained in this RFQ is intended to serve only as a general description of the services that may be needed by ATRS. ATRS intends to use responses as a basis for further negotiation of specific details with the responding outside counsel, including additions, deletions or modifications to the terms of the responses submitted. This request does not commit ATRS to pay any costs incurred prior to the execution of an agreement with outside counsel. Issuance of this Request for Qualifications does not obligate ATRS to enter into a contract or to pay any costs incurred in the preparation of a response.

- 1.) If an individual, provide a resume and biographical sketch describing your education, experience, speaking engagements or other activities, and publications.
- 2.) If with a firm, provide a description of your law firm, including historical background, number and location of firm offices, number of attorneys, and major areas of practice.
- 3.) State whether your response excludes any services contemplated by the RFQ set forth within the Scope of Services.
- 4.) Subject to the consent of clients as required by applicable ethics rules, provide a listing of representative clients. Responses may, with the consent of the clients, include names and phone numbers of specific references. Subject to the clients' consent, identify specifically any pension plans or other major institutional investors, either private or public, to which you render or have rendered significant legal services concerning the relevant subject area(s) during the past two (2) years. If no clients consent, or if you elect not to request such consent, please so state and described the representative clients in general terms to support your firm's qualification and experience to represent ATRS.
- 5.) Provide a brief summary resume describing the education, legal or investment experience, recent speaking engagements, and a list of significant, relevant publications of the attorney or attorneys proposed to work as lead attorney(s).
- 6.) Provide a brief summary general description of your firm's practice in the subject matter areas covered by this RFQ, including the size and scope of the practice and any other resources of your firm which are relevant to your practice in those areas.
- 7.) Provide a brief summary description of not more than ten (10) significant transactions or cases in which your firm has provided extensive legal services involving pension funds or other institutional clients relating to the subject matter areas covered by this RFQ.
- 8.) While this RFQ primarily seeks the services of one lead attorney, the involvement of other firm's attorneys may be required from time to time, depending on the matter. State the range of hourly billing rates, by timekeeper status (paralegal, 1st to 3rd year associate, etc., staff attorney, shareholder or

partner, of counsel, etc.), of all attorneys and paralegals proposed for assignment to ATRS matters. State what discount, if any, to these rates the firm proposes to provide to ATRS.

9.) State any inability to comply with terms of the engagement described in this RFQ. If any inability exists, be specific.

10.) Submit attached Contract and Grant Disclosure and Certification Form. Identify any known relationship, either business or personal, which you or a member of your firm has with any ATRS Board member, investment consultant, investment manager, or key employee. If aware of none, state "None." (A list of ATRS Board members, investment consultants, investment managers, and key employees can be provided upon request. A formal conflicts check will be required prior to contracting.)

Identify any relationship, either business or personal, which you or a member of your firm has with a person known to you to have substantial business dealings with ATRS or its real estate title-holding corporation.

11.) State whether you or any firm attorney proposed to provide services for this engagement has ever had a formal grievance or complaint lodged against him or her pursuant to the applicable disciplinary rules or has ever been sued for malpractice or any civil or criminal regulatory enforcement action in connection with any type of legal representation, and whether any such attorneys have been sued individually with respect to any type of personal investment or other personal or business involvement concerning an underwriter or issuer of securities, investment adviser, investment company, securities broker-dealer, insurer, real estate transaction, or a lending institution.

12.) For your response to this RFQ, please indicate the firm's or attorney's professional liability insurance limits within the following ranges, and the name of the carrier or carriers.

- None
- Under \$1 million
- \$1 million to \$5 million
- Over \$5 million, up to \$10 million
- Over \$10 million

Indicate below the range or the deductible or any self-insured retention with respect to the foregoing insurance.

- None
- Between 0 and \$100,000
- Between \$100,001 and \$500,000
- Between \$500,001 and \$1 million
- Over \$1 million

Section 4 – Qualifications and Capability Evaluation Criteria

ATRS will make its final selection of outside counsel, based upon a number of criteria, including the respondent's demonstrated competence, experience, knowledge, qualifications, written and verbal communication skills, ability to comply with ATRS contracting and invoicing requirements, absence of disqualifying relationships or conflicts of interest, and reasonableness of proposed fees, among others.

Respondents may be asked to come to Little Rock for an interview and to discuss the firm's experience and qualifications for ATRS engagements.

The contract for engagement of outside counsel will be submitted to the Arkansas Attorney General for approval. The base form of the contract is the "State of Arkansas Professional/Consultant Services Contract form that is not subject to negotiation.

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

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

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 <small>(senator, representative, name of board/commission, data entry, etc.)</small>	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	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

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. _____