

STATE OF ARKANSAS
REQUEST FOR QUALIFICATIONS

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

_____ African American _____ Hispanic American _____ American Indian
_____ Asian American _____ Pacific Islander American _____ Service Disabled Veteran

Arkansas Minority Certification Number _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, 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.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for 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, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

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. This does not eliminate an Offeror from taking exception(s) to non mandatory terms and conditions, but does clarify that the Offeror cannot change the original document’s written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror’s/Contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror’s response may be declared as "non-responsible" and the response shall not be considered.

REQUIREMENT OF ADDENDUM

THIS RFQ MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the proposal prior to submission. There will be no addendums to a proposal 72 hours prior to the proposal opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement law and Regulations, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the proposal solicitation documents. Proposal documents received at the Office of State Procurement after the date and time, designated for the proposal opening are considered late proposals and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which proposal the submission is intended.

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ADDITIONAL TERMS AND CONDITIONS

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

ANTICIPATION OF AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) 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 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 to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (P-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Bidders should complete the Disclosure Forms posted with this proposal.

OUTSTANDING TAX LIABILITY

Bidders must disclose the existence, as of the date of proposal submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their proposals rejected.

CURRENCY

Bid pricing must be United States dollars and cents.

LANGUAGE

Bids will only be accepted in the English language.

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SECTION 1 – GENERAL INFORMATION**1.0 Introduction**

The Office of State Procurement (OSP) is issuing a Request for Qualifications (RFQ) for the Arkansas Department of Community Correction (DCC). This document sets forth requirements for a pre-qualified vendors list of vendors who are capable and willing to provide transitional housing and services for the Arkansas Department of Community Correction. The mission of Arkansas Department of Community Correction is to enhance public safety by encouraging a crime-free lifestyle and providing cost-effective, evidence-based programs in the supervision and treatment of adult offenders. OSP will verify that proposals meet minimum mandatory requirements. DCC will review the submission based on the criteria outlined in this document. A List of Qualified Service Providers will be established.

1.1 Issuing Office

The Office of State Procurement issues this Request for Qualifications (RFQ) for the Arkansas Department of Community Correction. 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, Jaime Kaufman at Jaime.Kaufman@dfa.arkansas.gov or 501-371-6065.

1.2 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.

- DCC – Department of Community Correction
- OADAP – Office of Alcohol and Drug Abuse Prevention
- ADC – Arkansas Department of Correction

1.3 RFQ Opening Date and Location

To be considered, submissions must be received prior to the time and date specified on page one of the RFQ or at any time after that date during the entire list period. Submissions shall be publicly opened and announced at that time and become public information under the laws of the State of Arkansas.

1.4 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.

1.5 Proprietary Information

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

1.6 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 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.

1.7 Cautions to Vendors

- 1) For a RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
- 2) 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 to provide licensure for services being bid upon.

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1.8 Confidentiality

The offeror 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.

1.10 Conditions of Contract

The successful vendor(s) 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 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

1.11 List Updates

The original list shall be for one (1) year beginning July 1, 2012 thru June 30, 2013. The list shall be reviewed annually and upon mutual agreement shall be reissued for six (6) one (1) year periods or a portion thereof.

1.12 Cancellation / Suspension

Non-compliance with the performance/procedures outlined within this RFQ, subject the service provider to suspension/cancellation of their services to the Program, including but not limited to the following:

1. The service provider will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced
3. The service provider may be removed from the list

*The remedies listed above are in addition to all others available at law or equity

1.13 Statement of Liability

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for items and technical literature until the services have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 Prequalified Vendor List

The State Procurement Official will be responsible for maintaining a qualified vendors list for the services outlined within this document.

The Institutional Release Officer (IRO) will coordinate activities between the transitional housing provider, Arkansas Parole Board (APB), and the correctional staff. The IRO will work with eligible clients to determine the transitional housing facility for the parole plan

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SECTION 2 – SCOPE OF WORK

2.0 Purpose

According to the U. S. Department of Justice, one in every 138 U. S. residents was in prison or jail at yearend 2004. Overall, the nation's prison population grew by 1.9%. In Arkansas, prisons and jails are overcrowded. Alternatives are necessary to alleviate the overcrowding and provide prison beds for new commitments.

The goal of the Transitional Housing Program is to provide transitional housing and services, for male and female clients eligible for release from the ADC (primary target) or the DCC (secondary target). Housing may be provided to the client for up to 12 months, with the primary service objective being employment and building employability skills. Clients are expected to:

- 1) maintain a crime-free lifestyle
- 2) maintain their employment
- 3) fulfill their responsibilities in maintaining their housing

2.1 Target Population

- A. Male and female clients confined or incarcerated in the ADC and DCC facilities or under their supervision; and
- B. Who are past their Transfer Eligibility (TE) date, due to inadequate housing, or is within one year of their TE dates, and meet other legal requirements; and
- C. Who has no outstanding detainer

2.2 Transitional Housing Description

Transitional Housing is a program that provides housing for one or more clients who have either been transferred or paroled from the ADC or DCC by the Arkansas Parole Board. All transitional housing facilities must be licensed as such by the DCC. A client's home or the residence of a client's family member shall not be considered a transitional housing facility.

Information for the Arkansas Transitional Housing Facility Licensure process (contacts, application, regulation, guidelines, and procedures) is located on the DCC public website (www.dcc.arkansas.gov/programsServices).

A licensed transitional housing facility cannot accept, as a resident, any client who is a family member of the owner or principles of the facility, or any client whose family members are employees of the facility if those employees are involved in the supervision, direction or provision of services to the client.

All facilities must annually comply with the State of Arkansas disclosures which are required by Governor's Executive Order 98-04.

Services and programs provided to clients in transitional housing facilities must be evidence-based practices (EBP). Staff of transitional housing facilities must be trained in EBP

2.3 Eligibility

The Transitional Housing Program is open to any community-based facility located in the State of Arkansas meeting DCC Arkansas Transitional Housing Facility licensure requirements.

2.4 Licensure

Service provider must be licensed by DCC as a Transitional Living Center, a copy of the DCC Transitional Living Center license must be submitted with the proposal. Temporary License will not be accepted to become a qualified vendor.

Services and Programs provided to clients must be evidence-based practices (EBP). Service providers must submit certificates of staff trained in EBP, or provide evidence that staff have been trained in EBP.

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2.5 Vendor Requirements

Transitional housing providers must provide evidence-based programs or services directed at addressing the criminal risk factors and/or stabilizing needs of the transitional facility resident, which, if left unaddressed, could lead to community supervision violations and/or criminal reoffending.

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the service provider’s work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

2.6 DCC Obligations

- A. The Institutional Release Officer (IRO) will coordinate activities between the transitional housing provider, Arkansas Parole Board (APB), and the correctional staff.
- B. A DCC supervision officer will be assigned to work with transitional housing facilities in the area where clients are housed. Officer responsibilities include:
 - serving as a facilitator for group sessions
 - holding classes on things to do to avoid prison
 - attend family group sessions (if applicable)
 - visit parolee employer sites
 - contact facility counselors (when applicable) to discuss progress and client behavior status
- C. ADC/DCC provides the IRO with a list of eligible program participants.
- D. The IRO will work with eligible clients to determine the transitional housing facility for the parole plan.
- E. The IRO will contact the appropriate field supervision officer and send the appropriate paperwork.
- F. The field supervision officer will contact the provider to verify bed availability on the anticipated date of release or scheduled arrival. The officer will return the housing decision to or arrange an arrival date with the IRO.
- G. Once the parole plan is approved by the APB, the IRO will contact the officer with the release date, when appropriate.
- H. The field supervision officer will contact the transitional housing facility to confirm the arrival date.
- I. The field supervision officer will also assist clients who are not currently incarcerated/confined and are in need of transitional housing services.

2.7 Payment & Invoicing

- A. Invoices must be sent to the Institutional Release Services for Review no later than the 5th of each month.

Institutional Release Services
2801 South Olive Street, Suite 6D
Pine Bluff, Arkansas 71611

- B. Once the Institutional Release Services approve the invoice they send it to Kara Simmons, DCC Purchasing, for processing **no later than the 10th of each month.**

AR Department of Community Correction
105 West Capitol, 4th Floor
ATTN: Kara Simmons, Purchasing
Little Rock, AR 72201

- C. Invoices must be submitted by the 5th of each month for payment for services provided the previous month. Service providers shall keep invoicing current and shall not hold invoices or send more than one invoice per month.

2.8 Reimbursement

The maximum reimbursable cost per client, per day is \$28.00, not to exceed 90 days of services for clients under DCC supervision, except those released early (Act 679) not to exceed 12 months of services. If the client becomes employed during their 90 days for two consecutive weeks DCC will no longer pay the \$28.00. Once the client has obtained a full time job (40 hours per week) and has worked for two weeks consecutively and has received payment for those two weeks the client will then be liable for payments to the Transitional House.

NOTE: The client shall be responsible for reimbursing the provider, at an amount determined by the provider, for housing and supportive costs when employed and limits are exhausted.

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SECTION 3 – SUBMISSION REQUIREMENTS

3.0 Submissions Overview

The Arkansas Department of Community Correction has established that the following minimum qualification be submitted

3.1 Information to be Submitted

Supply the information requested below:

- 1) An official authorized to bind the respondent to a resultant contract **must** have signed the proposal.
- 2) Proof of licensure for services being bid upon.
- 3) Documentation showing practices are evidence-based (proven to reduce recidivism)

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 proposal are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the proposal is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this proposal. If the bidder takes no exception to specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the proposal. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

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9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The request for qualifications will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the request for qualifications, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **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.
22. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **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.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

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- 25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications, 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.
- 28. **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.

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 <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. _____