



UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Submit to: Purchasing Department Speech Comm Bldg. Rm. 111 2801 S. University Ave. Little Rock, AR 72204-1099	RFP Number 2012-19	Type	Term
Phone: (501)569-3144	Buyer Suzette Probst	RFP Opening Date February 21, 2012	Time 3:00 PM (CST)
	RFP Description Records Scanning Project		

RFP number and opening date must be noted on the outside of the envelope and shall be mailed in a sealed envelope to the UALR Purchasing Department. RFP may not be faxed nor emailed directly to the University in response to this invitation for proposal.

Name (Type or Print): _____

Title: _____

Print or Type:

Company:		Phone:	
Address:		Cell:	
City:		Fax:	
State:		Other:	
Zip Code:		Email:	
		Website:	
		Tax ID:	

**RFP MUST BE SIGNED IN INK OR IT WILL NOT BE CONSIDERED.
Signature Page is Required with RFP Document**

Signature: _____ Date: _____

ALL RFPs SUBMITTED SHALL BE IN COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN. THE RFP PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A RFP.



UNIVERSITY OF ARKANSAS AT LITTLE ROCK

February 1, 2012

Attention: Potential RFP Respondent

RFP Number: 2012-19

RFP Name: Records Scanning Project

Please read and respond accordingly to the information below:

ACKNOWLEDGMENT RECEIPT OF RFP

Fill in the requested information below as acknowledgment that you have received the Request for **RFP 2012-19**. If your company is interested in participating, it is **highly recommended** that this sheet (**only**) completed and returned or faxed to UALR Purchasing Department, Fax to 501-569-8425, Attn:Suzette Probst or srprobst@ualr.edu; 2801 S University Avenue, Little Rock, AR 72204.

By doing this, we will be able to provide notification to you any addenda(s) related to this RFP.

Name of Company: _____

Address of Company: _____

Fax No.: (____)____ Tel. No.: (____)____

YES, Our Company does have an interest and understand an RFP is not accepted by email or fax.

NO, Our Company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

University of Arkansas at Little Rock
Purchasing Department
2801 South University Ave
Speech Comm Bldg Rm. 111, Little Rock, AR 72204-1099
Phone (501) 569-3144 Fax (501) 569-8425



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Request for Proposal: Records Scanning Project

Minimum Specifications and Information Provided

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University of Arkansas at Little Rock

Department: Information Technology Services

(ITS) on behalf of

Records and Registration

2801 S. University Ave

Little Rock, AR 72204

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 1 INTRODUCTION

1.1 Scope

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Little Rock ("the University"), is seeking Requests for Proposal for **Records Scanning Project** for the UALR Department of ITS hereafter referred as the Agency or **UALR ITS or Records and Registration**.

1.2 Statement of Work

The primary objective of the RFP is to ensure the excellence of the Student Records data storage. The successful vendor will, in conjunction with UALR ITS, to successfully image, scan, and index the existing student records to a data format for importation into the campus proprietary imaging software program. These specifications are intended to preserve the integrity of the UALR Records and Registration Student records.

The vendor will provide examples of the safety, monitoring, and other environmental protections of data storage with regards to transportation, facility, personnel, and computer software. All required training and certification for compliance with HIPAA, FERPA and other regulatory agencies is the responsibility of the vendor. Records of the training and/or certifications will be made available for the inspection of the agency's management upon request. Successful vendor must sign a HIPAA Business Associate Agreement and FERPA compliance form prior to award of the contract.

1.3 Vendor Qualifications

The vendor selected to provide Records Scanning Services for UALR ITS on behalf of Records and Registration must demonstrate evidence of having successfully implemented and maintained the desired services in other comparable settings. The University may make such investigations as it deems necessary to determine the ability of the vendor to meet all requirements as stated herein and the vendor shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any RFP if the evidence submitted by, or investigations of, such vendor fails to satisfy the University that such vendor is properly qualified to carry out the obligations of the Agreement. Submission of a proposal shall be conclusive evidence that the vendor has investigated and is satisfied as to the regulatory, technical, and physical conditions to be encountered in providing end-to-end service to the University.

1.4 Term of the Request for Proposal

The term of this contract ("Term") will be for a period of 12 months with option of yearly renewals from the date of award. If mutually agreed upon in writing by the vendor and the University, the Purchasing Office reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of 84 months. The University of Arkansas at Little Rock may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

1.5 Commitment

The University of Arkansas at Little Rock makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected supplier. Utilization of this agreement will be on an as needed basis by department.

1.6 Minority Business Policy

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

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 2 INSTRUCTIONS

2.1 Submittal Instructions and UALR Contact Information

Any questions or concerns regarding this Request for Proposal shall be directed to:

UALR Representative Suzette Probst
Email: srprobst@ualr.edu
University of Arkansas at Little Rock
Purchasing Department
Speech Communication Bldg Rm 111
2801 South University
Little Rock, AR 72204
(501) 569-3144

The University specifically requests that Vendors restrict all contact and questions regarding this RFP to the above named individual.

Telephone and/or facsimile (FAX) responses to this RFP will not be accepted. The RFP may not be faxed nor emailed directly to the University in response to this invitation for RFP. RFP shall be mailed in a sealed package with the RFP number and opening date clearly noted on the outside of the RFP package to UALR Purchasing Department.

Please submit one (1) Original marked "Original" and (4) copies of the RFP to UALR Purchasing Department.

Note: Include with the original document one electronic version (CD); preferably in MS Word or PDF format.

2.2 Inquiries and Interpretations

Responses to inquiries which directly effect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed or faxed to all parties recorded by the University as have received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the vendor shall consider and acknowledge receipt of such in their response. Only those University of Arkansas at Little Rock replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.3 Open Records

The University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure after an agreement is awarded. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly marked by the vendor when the RFP is submitted.

2.4 Terms and Conditions

The General Terms and Conditions & Standard Terms (see Section 6 & 7) and the authorized signature page of the RFP shall govern any contract issued as a result of this RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another State, and limitations on remedies.

2.5 Proposal Sections

The Proposal should be tabbed and labeled to facilitate ease of verifying mandatory requirements. Suggested format for the responses and proposals is as follows:

<u>Section</u>	<u>Title</u>
1.0	Executive Summary
2.0	UALR RFP Document
3.0	Corporate Background
4.0	Related Experience
5.0	Management Approach
6.0	Project Organization and Staffing
7.0	Proposed Services
8.0	Quality Program
9.0	Training Program
10.0	References
11.0	Equal Employment Opportunity Policy (Section 2.6.1)
12.0	Contract and Disclosure and Certification Form (Section 2.6.1)
13.0	Miscellaneous
14.0	Price Proposal (submit as a separate sealed document)

Note: ****Include two (2) price quotations:

Completion of project within 6 months and 12 months

14.1 Escalation (include with price proposal)

(Include escalation fee for the remaining term of the contract.)

Fee must remain firm for the first year of the contract

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %
Year Six (6)	_____ %
Year Seven (7)	_____ %

Term of the contract will be for one (1) year with renewals on a yearly basis with the option to renew for six (6) additional years.

2.6 Proposal Documents

The following documents, at a minimum, are required as part of the RFP proposal:

- Request for Proposal (RFP) response including Addenda(s) with signature of an Authorized Representative of the Company
- Certification of Liability Insurance (Section 2.7 & 2.7.1)
- Vendor's Questionnaire (Section 2.8)
- Corporate Organizational Chart
- Corporate Business Prospectus
- Description of Quality Control Program
- Sample Contract
- References
- Sample of Informational Brochures/Pamphlets (optional)
- Sample of Accounts Receivable Statement, Invoice, and Reports
- Equal Employment Opportunity Policy (Section 2.6.1)
- Contract and Grant Disclosure and Certification Form (Section 2.6.1)

Copies of Request Proposal Required: One (1) Original Marked "Original" and (3) Copie

Note: Include with the original document one electronic version (CD); preferably in MS Word or PDF format.

2.6.1 Proposal Requirements

Vendors must provide with the proposal a copy of the vendor's Equal Opportunity Policy in order to be in compliance with Arkansas Act 2157 of 2005, prior to issuing a contract award. EO Policies should be submitted in the proposal. 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 with the proposal stating no EO policy exists.

Proposals including Disclosure Statement and Equal Employment Opportunity Policy must be signed by respondent's company official authorized to commit to such proposals. Failure to sign these documents may be basis for disqualification.

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: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

2.7 Insurance Requirements

The vendor shall maintain liability insurance and shall file certificates of insurance with UALR prior to commencement of work. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas. The limits of liability of such insurance shall be written for not less than the following limits:

A. Workers Compensation

Workers Compensation as required by the State of Arkansas

B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

1. Bodily Injury - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
2. Property Damage - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
 - a. Products and Completed Operations Insurance shall be maintained for a minimum period of (1) one year after final payment \$1,000,000.00 aggregate.
 - b. Property Damage Liability shall provide X, C, and U coverage
 - c. Broad Form Property Damage coverage shall include Completed Operations

C. Contractual Liability

1. Bodily Injury - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
2. Property Damage - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.

D. Personal Injury, with Employment Exclusion deleted, \$1,000,000.00 aggregate

1. Comprehensive Business Automobile Liability (including Owned, Non-Owned, and Hired Vehicles) Bodily Injury and Property Damage – combined single limit of \$500,000 per occurrence.

NOTE: Failure to file certificates or acceptance by UALR of certificate of insurance which do not indicate the specified coverage shall in no way relieve the vendor of his responsibility for maintaining adequate insurance.

2.7.1 Performance Bond Requirements

In order to assure full performance of all obligations imposed on a contractor by contracting with UALR, the selected contractor will be required to provide a performance security in an amount of at \$50,000 performance bond within 14 calendar days from date of receipt of the written notification of the intent to award a proposal. The form of security required shall be a performance bond in the name of "Board of Trustees of the University of Arkansas acting for and on behalf of University of Arkansas at Little Rock". 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 UALR Agency Purchasing Official shall award the contract upon acceptance of the performance security.

If a contractor 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 contractor, the UALR Agency Purchasing Official will notify the contractor in writing of the default and may assess reasonable charges against the contractor's performance security. If, after notification of default, the contractor fails to remedy UALR damages within ten (10) working days, the UALR Agency Purchasing Official may initiate procedures for collection against the contractor's performance security.

In the event of default, and in order to achieve the greatest economy for UALR the UALR Agency Purchasing Official may choose the next highest ranked proposal, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the purchasing laws. The performance security will be released at the end of the contract period.

2.8 Vendor's Questionnaire

The vendors recognize that the University will rely in part on the answers provided in response to this questionnaire. Accordingly, vendor warrants to the best of its knowledge that all responses are true, correct and complete. The University reserves the right to contact each and every reference listed below and shall be free from any liability to vendors for conducting such inquiry.

A. Number of years in business: _____

Type of Operation: ___ Individual ___ Partnership ___ Corporation

Number of Employees: _____ (company wide)

Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)

Annual Sales Volume: _____ (servicing location)

B. Provide a financial rating of your company and any documentation (such as Dunn and Bradstreet Analysis) which indicates the financial stability of your company.

C. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the University.

D. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? Yes ___ No ___ If yes, specify date(s), details, circumstances, and prospects for resolution.

2.9 Inspection Form

Vendor's Name: _____

**RFP 2012-19
UALR ITS
Records and Registration
Records Scanning Project**

Vendor certifies that he/she has visited the sites of the proposed work and fully acquainted himself/herself with the conditions relating to the proposed service so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Having done so, Vendor preliminarily accepts the site in current condition. Vendor certifies that he/she has sufficient manpower available to perform the services and that all individuals providing services have the background, training and experience and is provided the resources to perform properly the services to be delivered.

Comments:

DATE: _____

BY: _____

(Signature(s) of Vendor)

(Signature(s) of UALR Representative)

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 3 SCHEDULE

3.1 Submittal Deadlines and Location

Site Visit Scheduling Information

Site Visit: Tuesday, February 7, 2012; UALR Records and Registration, 8:30 am

(Instructions below, please read)

Vendor is required to visit the site of the proposed work and inspect the records to be scanned prior to submitting the RFP proposal. On site tour and inspection shall be coordinated with Peter Stuckey by contacting him at pmstuckey@ualr.edu or 501-916-5013. Inspection tours shall be conducted during normal working hours. Operation of UALR cannot be disrupted while touring the site. The purpose of the visit is to acquaint the vendors with any and all conditions at the site(s).

Prospective vendors are requested to provide the name(s) of the person(s) who will attend the site visit 24 hours in advance of the scheduled tour. Vendors are not permitted to visit the site(s) at any time other than a scheduled tour. The Vendor shall not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required in this specification because of failure to investigate the conditions or be aware of all the information concerning the services to be performed.

An On-Site Inspection Letter (Section 2.9) Signed By a UALR Representative Must Be Submitted with Proposal.

Important Dates:

Deadline for Receipt of Questions/Inquires: February 8, 2012

(Submit questions by email to Suzette Probst at srprobst@ualr.edu)

Deadline for Response to Subsequent Questions and/or Addenda: February 10, 2012

(Answers will be posted at <http://ualr.edu/purchasing/index.php/home/bids/>)

All proposals must be received by the University no later than February 21, 2012 at 3:00 PM

Proposals are to be **submitted** to:

University of Arkansas at Little Rock
Purchasing Department
Speech Communication Bldg, Rm 111
2801 South University
Little Rock, AR 72204

(Submit one (1) Original marked "Original" and (3) copies of the RFP.)

Note: Include with the original document one electronic version (CD); preferably in MS Word or PDF format.

Proposals will be **opened** at the following location:

University of Arkansas at Little Rock
Purchasing Department
Speech Communication Bldg, Rm 111
2801 South University
Little Rock, AR 72204

Late proposals will not be opened or considered under any circumstances.

UALR reserves the right to change this schedule with appropriate notification to all parties.

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 4 PROJECT INFORMATION

The following information, at a minimum, must be returned as part of RFP Response:

4.1 Documents

UALR ITS department has done a preliminary audit of files that need to be scanned, imaged, and indexed. Approximately 94,000 pages for scanning which are PRC records (front and back) on card stock paper for file index setup located at the Records and Registration Department have been identified for the requested project.

4.2 Transportation of Documents

The vendor will be responsible for transporting the files from UALR Records and Registration to the vendor's worksite and return back to UALR Records and Registration upon completion of project. The vendor's worksite must be located within a 70 mile radius of UALR. The contractor shall provide transportation of the files by a bonded courier driver for all pick-up and delivery. Because of the confidential nature of the records any vehicle used to transport the files should be covered and secure. Include cost per trip for the transportation of files.

4.3 Document Preparation

In the proposal include document preparation requirements and the cost of these preparations if the agency requests the vendor to provide the service. Items such as, removal of staples, paperclips, notes and rubber bands, and any photocopying of small pieces of paper to prepare the document(s) properly for scanning.

The vendor may be requested to provide cardboard boxes for the packing of the files. Include the cost for packing boxes.

4.4 Document Imaging and Indexing

Documents should be scanned from each file as a single TIFF image. Indexing of each file will be by specified indexes. Documents scanned on both sides are considered two images. Data provided to UALR ITS on the storage devices should be in index field order within each file.

Index Fields

1. Name, all elements, and additional names
2. DOB
3. IDs
4. SSN
5. Graduation year(s)
6. Degree Type
7. Hours attempted at UALR
8. First enrollment date

4.4 Document Imaging and Indexing (cont'd)

Data must be provided to UALR ITS on storage devices with usb connection as back up include 2 mirror drives. Clarification and approval of storage devices will be provided upon pre-award of the proposal. Storage devices will become property of UALR ITS. The data provided on the storage devices will be imported into a proprietary imaging software program, Image Now sold by Perceptive Software. Before award of the proposal a data sample may be requested from the vendor to assure the compliance of the project with Image Now import of data.

All data scanned must be retrievable by index fields with the capability of out-put to printer. Retrieval of original paper document due to illegible data image will be at the expense of the vendor who will also re-scan said document at no charge to UALR ITS. Index data entry standards shall be comprised of data from PRC records with the standards determined at pre-award of the proposal.

Include in the proposal all costs for imaging per page and indexing per file. Also, extra cost for items such as oversized documents or optical image scans or extra storage devices.

Include all costs that might include retrieval software, training of the software and instruction manual, set-up charges or other miscellaneous items. Also, any costs for "scan on demand" requests which should be within 24 hours of the request.

Provide information of the software and scanners used for the imaging, scanning and indexing of the items requested. Information such as: manual feed scanners and name of the software program.

4.5 Document Storage

Documents shall be stored at the vendor's worksite. The facility must be within a 70 mile radius of UALR. The facility must provide adequate storage capacity to meet both the current and future needs of this project. The storage facility must be operated by the vendor and not subcontracted to a third party or other warehouse operator.

The storage facility shall provide a level of protection consistent with the industry standards. The vendor is responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage, or theft, as well as any associated costs. The vendor must carry the appropriate insurance and provide proof thereof.

The vendor is responsible for security of the items stored. Storage facilities must be equipped with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays. Access to the storage area must be limited and monitored. The agency may ask to review the vendor's policy in regards to visitors and staff.

Vendor must show an ability to guarantee the safety of UALR PRC records during conversion, pending review plus approval of data, and return of the records. Also, must guarantee a secure internet environment through software protections.

Provide all costs for the storage of records during the process of retrieval of documents, scanning, and approval of data reviewed. PRC records will be returned to UALR upon completion of project.

4.6 Document Completion

The PRC records are in two groups with each group filed in a different sequence. During the project the filing system is to remain the same and not changed. At the completion of the project the boxed PRC records will be returned to UALR Records and Registration the same as received before the project; to include box markings reflecting numbering, order, cabinet number, etc.

The imaged data from the PRC records will be different than the boxed filing system. The imaged data must be listed in the index field order.

Index Fields

1. Name, all elements, and additional names
2. DOB
3. IDs
4. SSN
5. Graduation year(s)
6. Degree Type
7. Hours attempted at UALR
8. First enrollment date

Quality control of the data will be managed by UALR ITS and Records and Registration Departments. If the data is inferior or contains errors then the vendor will be responsible to correct the data within 24 hours at no expense to UALR.

Include in the proposal the cost for completion of the project within six (6) months of the start date and within one (1) year from the start date of the project.

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 5 EVALUATION CRITERIA FOR AWARD

5.1 Evaluation Information

The University will utilize a committee for the evaluation of this RFP. The evaluation will include the overall response to the RFP and the response to Section 2. The University must be confident that the Vendor will perform and meet the needs of the University. The University will evaluate and make the award on the proposal that is determined to be the best value to the University based on the criteria listed below.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the University alone will determine whether the variances are significant enough to consider the proposal acceptable and therefore considered for award.

The Vendor shall not be relieved from assuming full responsibility for properly estimating the difficulties and costs of performing the services required by this RFP. This includes the failure to investigate or be aware of all the information concerning the services to be performed.

The Agency will not be responsible for any costs incurred by the Vendor in responding to this RFP.

5.2 Evaluation of Response

Proposals deemed to be in proper order, and to represent optional products and services in compliance with the scope and requirements of this RFP may also be recommended for award of vendor. Such contracts will obligate the vendor(s) to provide optional services proposed under the terms and conditions set forth in this RFP and resulting contract documents, based on applicable law, tariffs, line item pricing, and the purchase order procedures of the contracting entity, but will in no case automatically commit the University of Arkansas at Little Rock to any of the optional services for the entire duration of the Agreement(s).

The RFP and the vendor's proposal documents are automatically incorporated into the contract(s) by reference, therefore, all requirements not specifically addressed in an exception statement in the proposal and contract documents shall stand as contractual responsibilities of the vendor. In the event of any conflict between the provisions of the resulting Agreement and the provisions of any Exhibit, Addendum, Schedule, or any other documents constituting the Agreement, such conflict shall be resolved by giving precedence in the following order:

- Addenda made part of the Agreement
- The Agreement
- Exhibits and Schedules of the Agreement
- The Vendor's Proposal
- This RFP

In addition to the criteria listed, oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process.

5.3 Evaluation Criteria and Weights (Points)

UALR will evaluate the proposals with the objective of selecting the system and the vendor deemed to represent the best product and service at a competitive price. Evaluation criteria will include the issues listed below.

- A. (30 points) **Experience**
- B. (10 points) **Transition Plan**
- C. (15 points) **Financial Stability**
- D. (15 points) **Understanding of Requirements**
- E. (30points) **Cost**

The awarding of points for cost will be determined by the following formula:

$$a/b * c = d$$

Dividing the lowest cost (a) by the bidder's cost (b) and multiplying by the total points for cost(c) will equal the number of points awarded (d).

Example: **Vendor 1 (a)** (lowest cost proposal) *divided by*
Vendor 2 (b) (cost proposal) *multiplied by*
Total Points (c) equals Points Awarded (d).

The effect of the formula is to insure that the lowest price proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on their proposed price.

UALR reserves the right to negotiate cost proposals.

5.4 RFP Award and Commence Dates

Selection and Award Date (approximate): **February 29, 2012**

Commence Service Date : **March 9, 2012** (PRC records must be packed and moved)

Note: Vendor Presentations (if deemed necessary) will be scheduled after the opening of RFP and upon request of the Evaluation Committee.

Successful vendor must sign a HIPAA Business Associate Agreement form and FERPA compliance prior to award of the contract.

UALR reserves the right to change this schedule with appropriate notification to all parties.

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 6 GENERAL TERMS AND CONDITIONS

6.1 General

These General Terms and Conditions shall be made a part of and govern any Contract/Purchase Order resulting from this Request for Proposal.

Each proposal should be prepared simply and economically, providing a straightforward and concise description of Vendor's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP requirements.

The University reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and to award the agreement to the most responsive responsible vendor. Additionally, all vendors are hereby notified that the University shall consider all factors it believes to be relevant in the selection of the most responsive responsible offer including, but not limited to, the ability to perform the agreement.

Proposals are to be valid for a minimum of 90 (ninety) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

The Vendor agrees to protect the University from claims involving infringement of patents or copyrights.

The Vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract(s) resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the official(s) identified in Section 2.1 of this Request for Proposal.

Proposals and any other information submitted by Vendors in response to this RFP shall become the property of the University. The University will not provide compensation to Vendors for any expenses incurred.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the University at its option.

6.2 Time of Performance

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and rendering of services set forth in this RFP.

6.3 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice.

The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

6.4 Indemnification

Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

6.5 Permits and Licenses

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

6.6 Price Decrease

In the event of a price decrease, the University shall be guaranteed full benefit of any savings that may occur during the term of this contract.

6.7 Termination

The agreement may be terminated, without penalty, by the University without cause by giving thirty (30) days written notice of such termination to the seller.

In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

6.8 Independent Vendor Status

Vendor agrees that its employees and agents have no employer-employee relationship with the University (refer to Contract/Disclosure Form). The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

6.9 Right to Audit

At any time during the term of the agreement and for a period of four (4) years thereafter the University's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by the University reveals any errors/overpayments, the Vendor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

6.10 Acceptance of Products and Services

All services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

6.11 Non-Disclosure

Vendor and the University acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Vendor or the University, unless required by law.

6.12 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

6.13 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.14 Non-Waiver of Defaults

Any failure of the University at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

6.15 Contract Information

The University of Arkansas at Little Rock may not contract with another party:

- For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
- To indemnify, defend, or hold harmless any party for any liability and damages.
- Upon default, to pay all sums to become due under a contract.
- To pay damages, legal expenses or other costs and expenses of any party.
- To continue a contract once the equipment has been repossessed.
- To conduct litigation in a place other than Pulaski County, Arkansas.
- To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

A party wishing to contract with the University of Arkansas at Little Rock should:

- Remove any language from its contract which grants to it any remedies other than:
- The right to possession, The right to accrued payments, The right to expenses of de-installation
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law. Include in its contract that the laws of the State of Arkansas govern the contract. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official.

The University of Arkansas at Little Rock may contract with another party:

- To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

6.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Arkansas.

UNIVERSITY OF ARKANSAS AT LITTLE ROCK

Section 7 STANDARD TERMS AND CONDITIONS

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid 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 University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. SUBMISSION OF BIDS

- 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered.

3. ACCEPTANCE OF BIDS

- 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.

4. ERROR IN BID

- 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5. AWARD

- 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

6. DELIVERY

- 6.1 The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
- 6.3 Packing memoranda shall be enclosed with each shipment.

- 7. ACCEPTANCE AND REJECTION**
- 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
- 8. TAXES AND TRADE DISCOUNTS**
- 8.1 Do not include state or local sales taxes in bid price.
- 8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.
- 9. DEFAULT**
- 9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- 9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 10. WAIVER**
- 10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.
- 11. CANCELLATION**
- 11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.
- 12. ADDENDA**
- 12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three(3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 12.2 Only written addenda is part of the bid packet and should be considered.
- 13. ALTERNATE BIDS**
- 13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.
- 14. BID OPENINGS**
- 14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.
- 15. DEBRIS REMOVAL**
- 15.1 All debris must be removed from the University after installation of said equipment.
- 16. LACK OF FUND**
- 16.1 UALR may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University 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 claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.
- 17. DISCRIMINATION**
- 17.1 In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee because of race, sex, color, age, religion, disability, 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, disability, 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 and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract 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 of vendor.

18. **INVOICING**
18.1 The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the UALR Financial Services.
19. **PRICING**
19.1 Bidders must quote FOB inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are firm and, thus, are not subject to escalation unless otherwise stated in the IFB. Unless otherwise specified, the bid must be firm for acceptance for sixty (60) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the IFB.
20. **GUARANTY**
20.1 All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, 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 relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.
21. **STORAGE**
21.1 UALR will be responsible for storage if the contractor delivers within the time required and UALR cannot accept delivery.
22. **VARIATION IN QUANTITY**
22.1 UALR assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the UALR purchase order.
23. **STATE PROPERTY**
23.1 Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of UALR and the State and shall be kept confidential, used only as expressly authorized and returned to UALR at the contractor's expense. Commodities must be properly identified by description when returned.
24. **PATENTS OR COPYRIGHTS**
24.1 The contractor agrees to indemnify and hold UALR harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.
25. **ASSIGNMENTS**
25.1 Any contract entered into pursuant to the IFB is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
26. **OTHER REMEDIES**
26.1 In addition to the remedies outlined herein, the contractor and UALR have the right to pursue any other remedy permitted by law or in equity.
27. **CONTINGENT FEE**
27.1 The bidder guarantees that he has not retained a person to solicit or secure the contract upon 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.
28. **ANTI-TRUST ASSIGNMENT**
28.1 As part of the consideration for entering into any contract pursuant to the IFB, the bidder named on the front of the IFB acting herein by the authorized agent, hereby assigns, sells and transfers to UALR 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.
29. **CLARIFICATIONS**
29.1 Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. UALR will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this IFB must be addressed to UALR Purchasing Department, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)
30. **PROPRIETARY INFORMATION**
30.1 All bid information, proposals, applications, briefs, sales brochures, etc. will become the property of UALR when submitted in response to this IFB. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

31. PRODUCT INFORMATION

31.1 Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

32. TERMS AND CONDITIONS

32.1 To be considered, bidders must include as part of their bid all of the provisions of this IFB. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this IFB and the bidder's response.

33. MINORITY BUSINESS POLICY

33.1 Minority participations is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

34. TECHNOLOGY CLAUSE

34.1 The vendor expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility.

Accordingly, the Vendor represents and warrants to UALR that the technology provided to UALR for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state.

35. ARKANSAS TECHNOLOGY ACCESS CLAUSE

35.1 The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards and Act 1227 of 1999, relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the University of Arkansas at Little Rock, that the technology provided to the University of Arkansas at Little Rock for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- (1) providing equivalent access for effective use by both visual and non-visual means;
- (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology. This access may be made either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

36. CONTRACT INFORMATION

36.1 Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.

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: Yes No SUBCONTRACTOR NAME: _____

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:

F o r I n d i v i d u a l s *

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>	Relation
	Current	Former		From MM/YY	To MM/YY		
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

F o r a n E n t i t y (B u s i n e s s) *

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 (%)
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. _____