



# ARKANSAS DEPARTMENT OF EDUCATION

## State of Arkansas Department of Education

### Request for Proposals

Purpose: The Arkansas Department of Education (ADE), through the Division of Learning Services seeks competitive written proposals to secure services and support to evaluate the progress and effectiveness of Public Charter Schools.

Request for Proposals (RFP)

Release Date: May 16, 2011

Letter of intent due: 3:00 p.m., May 31, 2011

Proposals Due Date: 3:00 p.m., June 27, 2011

Contact Person: Dr. Mary Ann Duncan, Program Coordinator  
Charter Schools  
Four Capitol Mall, Room 302-B  
Little Rock, AR 72201  
[Maryann.duncan@arkansas.gov](mailto:Maryann.duncan@arkansas.gov)

Arkansas Department of Education  
Charter Schools Program  
Proposal Transmittal Form

Name of Contractor: \_\_\_\_\_  
Contact Person, Phone  
and Fax numbers: \_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

Title: \_\_\_\_\_

Location of Contractor's  
Principal Place of  
Business: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_  
\_\_\_\_\_

Name of Business and  
Location of Performance  
if different from above: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone and Fax Numbers: \_\_\_\_\_

By my signature below, I hereby represent that I am authorized to and do bind the contractor to the provisions of the attached Proposal. The undersigned offers and agrees to perform the specified professional services in accordance with the provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Proposal Due Date: June 27 before 3:00 p. m. Central Standard Time
Mail to: The Arkansas Department of Education Charter Schools Program Four Capital Mall, Room 302-B Little Rock, AR 72201
Attention: Mary Ann Duncan Room 302-B

## **Project Description (Purpose):**

The Arkansas Department of Education (ADE) through the Division of Learning Services, Charter Schools Program (CSP) seeks competitive written proposals to secure services and support to design, assess, and implement evaluation plans for improving public school performance and student academic achievement. It is the intent of the ADE to evaluate Open Enrollment and Conversion Charter School programs using both qualitative and quantitative methods; to identify characteristics of programs with positive impact on student achievement; to develop additional benchmarks and parameters for program provision; and to contribute to the scholarly and popular understanding of Charter Schools and their impact on students' achievement.

The contractor will develop a plan for evaluating Public Charter Schools in Arkansas. The evaluation will include each Public Charter School in Arkansas for two (2) consecutive school years inclusive of 2009-2010 and 2010-2011. In the 2009-2010 school year, there were 18 Open Enrollment Public Charter Schools and 10 Conversion Public Charter Schools. In the 2010-2011 school year there were 17 Open Enrollment Public Charter Schools and 12 District Conversion Public Charter Schools.

This contract will be for a period of one (1) year, subject to the State receipt of federal funding. An extension option is available for each of the subsequent school years through 2013-2014. Pursuant to Arkansas Code Annotated § 19-11-238, ADE shall terminate any Contract resulting from this RFP at the end of funding period when funds have not been appropriated or are otherwise unavailable to continue the contract. The ADE shall provide the Contractor written notice that the contract shall terminate in sixty (60) calendar days or at the beginning of the next funding period, whichever comes first. The agency shall notify the Contractor immediately, in writing, in the event that the governing body responsible for such appropriations fails to make the necessary appropriation(s). The ADE may cancel or curtail this contract to the extent that funds are no longer legally available for expenditures under this contract. The State shall honor outstanding commitments made and approved prior to the termination of the contract and for services rendered, including fees or obligations agreed to before the termination of the contract. If the Contractor has provided services and there are no longer funds procedurally or legally available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission

The contract will be awarded by issuance and execution of a Professional Services contract between the ADE and the successful Respondent. The contract is contingent upon review by the Arkansas Department of Finance and Administration, Office of State Procurement, Arkansas Legislative Council and/or the Joint Budget Committee, as well as other governmental funding sources, as necessary.

## **General Information:**

### **6-23-404. Evaluation of open-enrollment public charter schools.**

(a) The Department of Education shall cause to be conducted an annual evaluation of open-enrollment public charter schools.

(b) An annual evaluation shall include, but not be limited to, consideration of:

- (1) Student scores under the statewide assessment program described in § 6-15-433;
- (2) Student attendance;
- (3) Student grades;
- (4) Incidents involving student discipline;
- (5) Socioeconomic data on students' families;
- (6) Parental satisfaction with the schools; and
- (7) Student satisfaction with the schools.

(c) The State Board of Education may require the charter holder to appear before the

state board to discuss the results of the evaluation and to present further information to the state board as the department or the state board deems necessary.

### **Scope of Work and Contractors:**

A descriptive analysis must be included in the evaluation report and must be completed on a yearly basis for the duration of the contract. ADE and Charter Schools are repositories for data to be used in the descriptive analysis. Responsibility for data collection and costs associated with data gathering will rest with the contractor and resultant expenses must be paid by the contractor. The approved contractors are responsible for ensuring that all materials will be error free.

Specific objectives of the scope of work covered by the RFP include the following:

1. Develop a model and plan for evaluating 2009-2010 and 2010-2011 Public Charter Schools in the domains of efficacy, customer satisfaction and impact on student achievement of Public Charter Schools in Arkansas. The model must analyze the efficacy of Public Charter School programming on a school-by-school basis. The model must also include a regression analysis of the efficacy of Public Charter Schools on a school-by-school basis.
2. Annual evaluation of all Charters should include specifications in accordance to the Arkansas Department of Education Rules Governing Public Charter Schools.
3. Develop quantitative and qualitative analyses, including analyses of responses from any focus or other groups assembled for the purpose of this evaluation, of each Public Charter School program based on the domains identified in number 1 above.
4. Incorporate the results of ADE on-site monitoring of Public Charter Schools, quantitative and qualitative analyses identified above into a comprehensive report to the Agency. The report shall be in a useable form that meets all state and federal requirements. Prepare monthly progress reports to accompany and substantiate invoices; prepare an interim report of publishable quality identifying progress as well as barriers to timely completion of the evaluation process; a final report, including an executive summary, of publishable quality; and be available for up to two presentations to the public or other constituent groups.
5. Ensure that the security of all confidential records is maintained.
6. Manage the project so that all phases of the analysis and reporting are developed, conducted and reported on time and within budget.

The combined qualitative and quantitative analyses of the Public Charter School efficacy, customer satisfaction and impact on student achievement will allow the State to gauge the perceived and actual impact of Public Charter Schools on students in Arkansas.

### **Key Duties and Responsibilities:**

The Contractor selected shall:

1. Develop a model and plan for evaluating 2009-2010 and 2010-2011 Public Charter Schools in the domains of efficacy, customer satisfaction and impact on student achievement of Charter School in Arkansas' public schools.
2. Develop quantitative and qualitative analyses of each Open Enrollment and Conversion Charter School's program based on the domains identified in number 1 above for overall evaluation.
3. Ensure that the security of all confidential records is maintained.
4. Manage the project so that all phases of the analysis and reporting are developed, conducted and reported on time and within budget.
5. Provide for ADE approval a detailed work plan and calendar for developing and implementing all phases of work and reporting identified in this RFP.
6. Advise the ADE on methodological and analytical issues related to the design, implementation, and reporting required in this RFP.
7. Oversee, conduct, and document specific statistical analyses as described in this RFP.
8. Advise and consult the ADE on issues that affect the technical integrity of any analyses or reports resulting from this RFP.
9. Attend and participate in the ADE-sponsored meetings, as needed.
10. Determine specifications for data analysis in consultation with ADE
11. Develop professional quality instruments, reports, and presentation materials required in this RFP.
12. Conduct appropriate technical and statistical procedures to produce reports and presentations as required in this RFP.
13. Provide analytical results disaggregated by provider, location, program delivery mode, content area, student race, student gender, and grade level.
14. Provide editing and proofreading to ensure that all materials provided to ADE are of a quality appropriate to the purpose and are free of error.
15. Ensure that all materials developed for this RFP and under this contract have an ADE copyright.
16. Provide a written analysis to the ADE that all methods and instruments used in the completion of the terms of this contract are free of bias.
17. Provide reports for single and multi-year comparisons of program efficacy, customer satisfaction and impact on student achievement of Charter School in Arkansas' public schools.
18. Provide an annual technical report to the ADE; analyze and interpret the results and aid various audiences in the use of the results.
19. Provide various graphic representations of the results for the ADE, providers, and the general public.

## **Minimum Qualifications:**

The organization selected to perform the work requested in this RFP must:

1. Have resources to work within the time constraints while maintaining desired performance levels.
2. Ensure that work is conducted by qualified professionals (judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature).
3. Have recent experience with similar evaluation and reporting.
4. Adhere to the required response format (Responses should reference each paragraph and be arranged in the same sequence as the RFP).

## **Contractor's Background and Experience**

This section will include details of the Contractor's background and its size and resources as well as details of experience relevant to the proposed project.

The Contractor must provide a list of at least three (3) client references. These references may be contacted and asked to confirm that: the Contractor has, under previous agreement, successfully performed work of a nature similar to that detailed in this RFP; the Contractor met all obligations under the aforementioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount. In addition, other sources may be consulted regarding previous agreements made by the Contractor and the successful performance of work similar to that detailed in this RFP.

## **Contractor's Qualifications and Credentials as related to the proposal**

This section must state the full organizational name and address, and if applicable, the branch office or other subordinate element that will perform the work required herein. Indicate whether the organization is operated as an individual, partnership, or corporation. If the organization is a corporation, include the name of the state in which it is incorporated.

Specifically, in this section, the Contractor must describe prior experience in developing, implementing, managing, and reporting results of similar evaluation projects. In addition to all credentials qualifying the Contractor to conduct the activities described in the project description and technical work plan.

## **ADE Responsibilities:**

The ADE will designate one (1) representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

The ADE shall approve all of the activities required of the contractors to meet these goals.

## **Terms of Contract:**

This contract shall be for the evaluations of the 2009-2010 and 2010-2011 school years.

This contract will be for a period of one (1) year, subject to the State receipt of federal funding. An extension option is available for each of the subsequent school years through 2013-2014. Contract may only be extended upon mutual written agreement between the Arkansas Department of Education and the contractor.

The State shall notify the contractor at least sixty (60) days prior to the end of the contract period, or extension thereof, if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension period.

Questions regarding the RFP should be directed in writing to:

Mary Ann Duncan, Ed. D.

Public Charter Schools

Four Capitol Mall, Room 302-B

Little Rock, AR 72201

**Maryann.duncan@arkansas.gov**

### **Format and Procedures for Delivery of the Proposal:**

Minimum Requirements to be included in RFP:

The proposal shall consist of five (5) Parts:

Part I—Proposal Transmittal form

Part II—Scope of work and Responsibility

Part III—Production Proposal and schedule

Part IV—Budget

Part V- Contract and Grant Disclosure Certification Form

Part I is the Proposal Transmittal form which shall serve as the cover page of the contractor's proposal. The form can be found on page 2 of this document. Complete and attach the form to the front of the proposal.

Part II shall provide satisfactory evidence of the contractor's capabilities to manage and coordinate the types of activities and provide the services described in this RFP in a timely manner. Include descriptions of any and all background and relevant experience as related to the previously described activities. The contractor must substantiate that they have had training and facilitating experience which incorporated these types of activities. Include a description of the services provided, details of the relevant experience, and a minimum of three (3) references.

Part III shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements listed in the sections General Information and Scope of Work and Responsibilities of this document. Prepare and organize the proposal in a clear and concise manner that is easily understandable. Address the tasks to be accomplished, the processes to be undertaken to accomplish those tasks, and a timeline for completion. Include any examples of materials that will demonstrate the quality of work done by the contractor on similar projects.

Part IV shall include the cost proposal and must encompass all the requirements of this RFP. In order to be considered, the contractor must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products (if any) specified in the RFP. The budget narrative/cost is a maximum cost. The ADE will not pay any costs above this amount. Include in the budget narrative/cost proposal all costs associated with the evaluation system.

Part V is the Contract and Grant Disclosure form. The form can be found on page 13 of this document. Complete and attach the form to the back of the proposal

## **Timetable for Major Implementation and Research Activities:**

2009-2010 and 2010-2011 Open-Enrollment Charter School Evaluation must be completed and delivered by January 15, 2012.

2011-2012 Open-Enrollment Charter School Evaluation must be completed and delivered by January 15, 2013.

2012-2013 Open-Enrollment Charter School Evaluation must be completed and delivered by January 15, 2014.

2013-2014 Open-Enrollment Charter School Evaluation must be completed and delivered by January 15, 2015.

\*Please note that if any of these evaluation due dates fall on a weekend or holiday, the evaluation is due on the next working day by 3:00 p.m.

## **Summary and Key Dates:**

The ADE is seeking bids for the evaluation of Open-Enrollment Public Charter Schools in Arkansas for the purpose of securing the assistance and collaboration of evaluation organizations, institutions, and/or individuals who have expertise in evaluating educational reform models and research. It is expected that project activities will start as soon as possible following the proposal submission deadline.

### **Proposal Deadlines:**

Request for Proposals released—May 16, 2011

Letter of Intent due—May 31, 2011 by 3:00 p.m.

Proposal Submission—June 27, 2011 by 3:00 p.m.

## **RFP Award Criteria:**

Proposals submitted pursuant to the RFP will be reviewed by an ADE panel.

The review panel will apply the following criteria:

40 points—Qualifications:

- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services and the qualifications and abilities of personnel proposed to be assigned to perform the services
- Evidence of proven research based strategies
- Record of past performances of similar work
- Evidence of ability to provide services to Public Charter School Program

40 points—Plan for performing the required services

20 points—Budget (reasonableness of cost)

Awards shall be made to the responsible contractors whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth above. Results of the evaluation and the recommendation of the panel of educators will be forwarded to the Commissioner of Education for approval.

## **Technical Work Plan:**

Provide a technical plan for accomplishing the work, detail the overall management plan, structure, and scheme for the coordination of the project with the ADE. Provide a project work schedule that breaks out the tasks to be performed during each stage of the contract with a project time/task schedule for each part of the project (i.e., use appropriate techniques for illustrating the flow of the required activities).

(This proposal must include the descriptions of past related qualifying experiences, project descriptions, starting and completion dates of projects successfully completed, as well as to what extent each staff member was involved.)

**Performance References:**

The ADE may wish to contact former clients of the contractor to ascertain the quality of the contractor's prior performance on similar projects; therefore, performance references shall be provided with names, addresses, and telephone numbers included.

**Procedures for the Delivery of the Proposal:**

Five (5) copies of the written proposal with the Proposal Transmittal Form and Contract Grant Disclosure Form attached must be in packages that are clearly identified as such and must be received on or before 3:00 p.m., Central Standard Time, June 27, 2011.

**Address Proposals to:**

**Arkansas Department of Education  
Attention: Mary Ann Duncan, Ed. D.  
Four Capitol Mall, Room 302-B  
Little Rock, AR 72201**

The sealed proposals will be date-stamped and recorded by the ADE Public Charter School Office. The contractors submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and assumes all risks of delivery. No facsimile (faxed) proposals will be accepted, and the proposal must be signed by an authorized official to bind the contractor to the proposal provisions.

**Acceptance of Proposals:**

The ADE reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, which does not give one party an advantage of benefit not enjoyed by other parties, and does not adversely impact the interest of the ADE. Waivers, when granted, shall in no way modify the RFP specifications and other contract requirements.

**Rejection of Proposals:**

Any proposal may be rejected in whole or in part when it is determined to be in the best interest of the ADE. Reasons for rejecting a proposal include but are not limited to:

- The proposal contains unauthorized amendments to the requirements of the RFP
- The proposal is conditional
- The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous
- The proposal is not signed by an authorized representative of the contractor
- The proposal contains false or misleading statements or references

- The contractor is determined to be non-responsible
- The proposal ultimately fails to meet the announced requirements of the State in some material aspect
- The proposal price is clearly unreasonable
- The proposal is not responsive; i.e., does not conform to all material aspects of the RFP
- The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP

### **Disposition of Proposals:**

All submitted proposals become the property of the ADE and will not be returned.

### **Conditions of Solicitation:**

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the ADE to execute a contract with any other party. The ADE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any contractor rests solely with the ADE.

The contractor shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing (five (5) copies)
2. The ADE will not be liable for any costs associated with the preparation of proposals or negotiations of the contract incurred by any party
3. The award of a contract for any proposal is contingent upon the following:
  - a) Favorable evaluation of the proposals
  - b) Approval of the proposal by the ADE
  - c) Successful negotiation of any changes to the proposal as required by the ADE
4. Likewise, the ADE reserves the right to accept any proposal as submitted for contract award without substantive negotiation of offered terms, services, or prices. Therefore, all contractors are advised to propose their most favorable terms initially. Discussions may be conducted with contractors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements, but proposals may be accepted without such discussions
5. Contractors will be required to assume full responsibility for all specified services. Any services which will be sub-contracted must be specified in the proposal and references for the sub-contractor must be provided.
6. Contractors may designate those portions of the proposal which contain trade secrets or other proprietary data
7. All contracts will be made on a one (1) year basis with the option of renewal providing the terms of the contract have been fulfilled
8. The ADE reserves the right to cancel this solicitation in writing when it is determined to be in the best interest of the ADE
9. Any proposal or modification of a proposal received after the due date and time is considered late and will not be considered for acceptance unless the receipt is delayed by the action or inaction of ADE personnel directly serving the procurement activity

10. The prospective contractor represents, as a part of the contractor's bid or proposal, that said contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract
11. The contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth by the Arkansas Department of Finance and Administration Rules and Regulations
12. The contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other contractor or competitor related to these prices, the intention to submit a bid, or the methods or factors used to calculate the bid

### **Standard Terms and Conditions:**

Certain terms and conditions are required for contracting with the ADE; therefore, the contractor shall assure agreement and compliance with the following Standard Terms and Conditions:

#### **Independent Contractor:**

The contractor shall perform all services as an independent contractor and shall at no time act as an agent for the ADE. No act performed or representation made, whether oral or written, by the contractor to third parties shall be binding to the ADE

#### **Termination:**

The ADE reserves the right to provide a thirty (30) day written notice of termination of the contract, in whole or in part, if funds supporting this contract are reduced. If so terminated, the ADE shall be liable only for the payment in accordance with the services rendered as stated in the schedule of work to be performed.

#### **Applicable Law:**

The contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The contractor shall comply with applicable federal and state laws and regulations.

#### **Authority to Contract:**

The contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the state of Arkansas; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) that notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **Contract Disclosure:**

The successful contractor will be required to complete forms associated with the Governor's Executive Order 98-04 before the award of a contract. Information on Governor's Executive Order 98-04 can be found on the following web site: <http://www.state.ar.us/dfa/accounting>. Failure to make any disclosures 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 sanctions available to the ADE.

### Confidentiality Information

Respondents are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their proposal package that confidential materials are included. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

All submittals by respondents will be available for review to the extent permissible, pursuant to the Arkansas Freedom of Information Act Arkansas Code Annotated § 25-19-101 Et Seq.

### Minority Business Policy:

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win, and receive contracts for goods and services

# Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

..... SOCIAL SECURITY NUMBER ..... FEDERAL ID NUMBER  
 ..... SUBCONTRACTOR: ..... SUBCONTRACTOR NAME:  
 TAXPAYER ID #: ---- OR  
 .....  Yes  No

..... 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/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

.....  None of the above applies

# For an Entity (Business)\*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <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/Y Y	To MM/Y Y	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

## Contract and Grant Disclosure and Certification Form

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

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
  
2. I will include the following language as a part of any agreement with a subcontractor:
 

..... *Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
  
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.*

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Vendor Contact Person** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

*Agency use only*

Agency ..... Agency

..... Agency

Contact ..... Contract

Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_  
.....