



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

## INVITATION FOR BID

IFB Number: <b>SP-15-0054</b>	Buyer: Karrie Duncan (501-324-9316) <a href="mailto:karrie.duncan@dfa.arkansas.gov">karrie.duncan@dfa.arkansas.gov</a>
Commodity: <b>COMPREHENSIVE VOTING SERVICES FOR MAIL-IN BALLOT VOTING</b>	Bid Opening Date: <b>December 4, 2014</b>
Agency: Arkansas Teacher Retirement System	
Date Issued: November 19, 2014	Bid Opening Time: <b>2:00 p.m., CST</b>

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

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>BID OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED**

Business Designation  
(check one):

Individual [ ]

Sole Proprietorship [ ]

Public Service Corp [ ]

Partnership [ ]

Corporation [ ]

Government/ Nonprofit [ ]

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	

**1. MINORITY BUSINESS POLICY**

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

Check Minority type: African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_ Asian American\_\_\_\_

Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

**2. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**3. EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

**4. ALTERATION OF ORIGINAL IFB DOCUMENTS**

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

**5. REQUIREMENT OF AMENDMENT**

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

**6. DELIVERY OF RESPONSE DOCUMENTS**

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

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**7. ADDITIONAL TERMS AND CONDITIONS**

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

**8. ANTICIPATION TO AWARD**

After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

**9. PAST PERFORMANCE**

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

**10. VISA ACCEPTANCE**

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

**11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER**

Bidders should complete the Disclosure Forms issued with this bid.

**12. CURRENCY**

All bid pricing must be United States dollars and cents.

**13. LANGUAGE**

Bids will only be accepted in the English language.

## SECTION 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Teacher Retirement System (ATRS) to obtain pricing and a contract for Comprehensive Voting Services for Mail-In Ballot Voting for the 2015 ATRS board member election process.

### 1.2 ISSUING AGENCY

**The issuing office is the sole point of contact in the State for the selection process.** Vendor questions regarding IFB related matters should be made through the State's buyer, Karrie Duncan at 501-324-9316 or by email at [karrie.duncan@dfa.arkansas.gov](mailto:karrie.duncan@dfa.arkansas.gov). Vendor's questions will be answered as a courtesy and at vendor's own risk.

### 1.3 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date and time specified on page one.**
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
  - b. Failure to sign an Official Bid Document.
  - c. Failure to complete the Official Bid Price Sheet(s).
  - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
  - e. Failure of any proposed goods or service to meet or exceed the specifications.

### 1.4 BID FORMAT

Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

### 1.5 TYPE OF CONTRACT

This will be a TERM contract. The contract will be a one (1) year term contract for ALL line items. There are no renewal options for this contract.

### 1.6 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:

Arkansas Teacher Retirement System  
Attention: James Cookro  
1400 WEST THIRD ST  
LITTLE ROCK, AR 72201

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment will be made only after the contractor has successfully satisfied the Arkansas Teacher Retirement System as to the commodities purchased. Vendors should invoice Arkansas Teacher Retirement System by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

**1.7 RECORD RETENTION**

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

**1.8 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

**1.9 RESERVATION**

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

**1.10 PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities **response**.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**1.11 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. Upon default, to pay all sums to become due under a contract.
  - b. To pay damages, legal expenses or other costs and expenses of any party.
  - c. To conduct litigation in a place other than Pulaski County, Arkansas.
  - d. To agree to any provision of a contract which violate the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
    - iii. The right to recover only amounts due at the time of any unamortized nonrecurring cost as allowed by Arkansas Law.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

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**1.12 CONDITIONS OF CONTRACT**

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

**1.13 STATEMENT OF LIABILITY**

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

**1.14 AWARD RESPONSIBILITY**

The State Procurement Official will be responsible for award and administration of any resulting contract.

**1.15 PUBLICITY**

News release(s) by a vendor(s) pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

**1.16 AWARD CRITERIA**

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

This invitation for Bid shall be awarded to the lowest responsible, responsive bidder on an ALL or NONE basis. **Consideration will be given only to those who bid all line items.**

**1.17 DELEGATION AND/OR ASSIGNMENT**

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.18 COST**

All charges **must** be included on the Official Bid Price Sheet, must be valid for sixty (60) days following IFB opening, and shall be included in the cost evaluation.

**NOTE:**

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve service required **shall** be borne by the bidder.
3. Official Bid Price Sheet may be produced as needed.

**1.19 DELIVERY SCHEDULE**

The vendor will ensure that ballots will be mailed no earlier, nor later, than the scheduled date below.

**Ballots are to be mailed on March 16, 2015.**

The vendor shall give the agency immediate notice of any anticipated delays that will affect the delivery requirement. Loss or damage that occurs prior to the material being received is the vendor's responsibility.

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**1.20 CANCELLATION**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

## SECTION 2 - SPECIFIC REQUIREMENTS

### 2.1 **SCOPE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Teacher Retirement System (ATRS) to provide for Comprehensive Voting Services for the 2015 ATRS board member election process.

If only one candidate applies to run for a position, no election will be held for that position; therefore separate pricing is required for each position.

NOTE: In the event of a run-off election pricing and terms will remain the same as bid for the initial election process.

### 2.2 **MINIMUM REQUIREMENTS FOR BIDDERS**

Bidder has minimum of 10 years of previous experience using paper ballot systems to conduct an election, run-off election, benefits enrollment, or similar functions, for a public, private, or corporate organization of comparable size to ATRS.

Bidder is in possession of an existing paper ballot system and in-house technical expertise to support said systems.

Bidder has the ability to collect votes from paper ballot system without allowing multiple voting.

### 2.3 **THE VENDOR SHALL PROVIDE THE FOLLOWING**

Complete election services for initial election of Positions # 2, # 6, # 7 and # 8. Ballot design, printing, folding, mailing, postal certification, vote collection, tabulation, and statistical analysis for a complete paper ballot election, and vote collection services.

Mailing service for distribution of election materials to ATRS members, including labeling and zip coding in compliance with U. S. Postal Service address requirements. Information for eligible voters, including mailing addresses, will be supplied to vendor by ATRS in ASCII file format.

Vote tallying services; Paper ballots for Positions # 2, # 6, # 7 and # 8.

Verification that only eligible ATRS members have cast votes in initial election for Positions # 2, # 6, # 7 and # 8.

Verification that only a single vote is cast by each voting member.

Printing and mailing of ballot, candidate statement, envelope, and business reply envelope for elections. Eligible voters in this election number:

- |                              |       |                              |         |
|------------------------------|-------|------------------------------|---------|
| • Ballot No. 1 (Position #2) | 9,128 | • Ballot No. 3 (Position #7) | 38,449  |
| • Ballot No. 2 (Position #6) | 1,565 | • Ballot No. 4 (Position #8) | 116,487 |

Provide ATRS with the written results representing the final vote tally.

Postage on outgoing ballots and on returned ballots (business reply postage) will be paid by the vendor and reimbursed by ATRS.

Provide certified election results to designated ATRS officials within 72 hours of election.

Summarize and account for ballots mailed, re-mailed, and returned. Report such statistics to ATRS. Such summary shall be supported by detailed and adequate documentation, which shall be available to ATRS.

Retain all ballots, tabulation records, and other related materials for a period of at least five (5) years after certification of the results by the ATRS board of trustees.



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**2.4 BALLOTS**

Paper ballots will be designed and printed with the following quantities (including overages):

- |                              |       |                              |         |
|------------------------------|-------|------------------------------|---------|
| • Ballot No. 1 (Position #2) | 9,128 | • Ballot No. 3 (Position #7) | 38,449  |
| • Ballot No. 2 (Position #6) | 1,565 | • Ballot No. 4 (Position #8) | 116,487 |

The return portion of the ballot must not show the name and address of the voter.

A unique security barcode printed on the ballot is required to prevent duplicate voting.

Ballots should be printed in PMS 202 and Black.

Ballots will be printed on either 8.5" x 11" or 8.5" x 14", 60# white woven stock, depending upon length of candidate information.

The following should be printed on the ballot along with the candidate names and statements and the text for instructions:

- The word, "OFFICIAL MAIL-IN BALLOT"
- The ATRS logo
- The Official Ballot of the ATRS 2015 Election- Election Schedule (see ATTACHMENT 1- ATRS SAMPLE BALLOT for previous election)
- Dates will be supplied to vendor after award
- Candidate names and statements
- Text for instructions

Instructions on the ballots will inform voters that the ballots are not to be copied, the security bar code is not to be removed, and the ballot is not to be returned to ATRS, which would render the ballot invalid.

The ATRS return address will be printed on the ballots in order for undeliverable pieces to be returned for correction of ATRS records.

**2.5 PROOFS**

The final version of the ballot must be approved by ATRS prior to March 1, 2015. Vendor must provide an electronic proof for agency approval to: Linden Maurer at [lindenm@arts.gov](mailto:lindenm@arts.gov)

When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy alongside each correction.

Author's Alteration charges on electronic proof not to exceed \$3.00 per line or \$10.00 per page. Both the using agency and the vendor are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the vendor.

Author's alteration charges after proofs have been approved not to exceed \$15.00 per production plate.

**2.6 MAILING**

Ballots will be mailed directly to the homes of eligible voters in accordance with the ATRS policies governing the schedule for active and retirant trustee elections.

Ballots will be inserted into a #10 large window envelope with the member's name and address, the ATRS return address, and the postal endorsement "Address Service Requested" appearing through the window. # 9 Business Reply Envelope with the vendor's address must be furnished to each voter for return of the ballot.

**2.7 RETURNED BALLOTS**

The vendor will open the returned envelopes and capture data. An overall report will be prepared for each election, showing each candidate's vote count and percentage of the total votes.

Approximate Number of Ballots Expected To Be Returned:

- |                              |       |                              |        |
|------------------------------|-------|------------------------------|--------|
| • Ballot No. 1 (Position #2) | 1,826 | • Ballot No. 3 (Position #7) | 7,690  |
| • Ballot No. 2 (Position #6) | 783   | • Ballot No. 4 (Position #8) | 34,947 |

**2.8 PRESORT / POSTAGE**

Contractor must use U.S. Postal Service certification software, and presort mailing in order to achieve the most accurate and economical mailing.

All postage charges for delivery of the outgoing ballots after receipt by the Post Office will be paid by the ATRS. Invoices must be addressed to the ordering entity reflecting, contract number SP-15-0054, quantity of ballots mailed, and unit price for postage.

**Note:** *The ATRS will pay actual postage costs documented by the US Postal Service for outgoing and returned ballots.*

**2.9 REPORTING REQUIREMENTS**

The voting period will run from March 16, 2015 – April 15, 2015.

The certification process should be completed by April 20, 2015, at which time the overall reports will be due (counts and percents for each candidate).

If one of the above fixed dates is on a weekend or holiday, the procedures will occur on the next regular work day following such weekend or holiday. A copy of the ATRS Election Policies pertaining to the ballots and the election schedule is attached for reference (see ATTACHMENT 2- ATRS ELECTION POLICIES).

**2.10 LIQUIDATED DAMAGES**

It is expressly acknowledged by the Vendor that the damages to the State for the Vendor's failure to perform its responsibilities in any form as agreed upon in this Contract will result in damages to the State, damages which are difficult to calculate. Accordingly, should it be determined by the ATRS Board of Trustees or its agent, that the Vendor has mailed ballots earlier or later than the dates expressly set forth in the contract, which therefore will be a failure to meet the contractual requirements of this contract, damages will be assessed in the amount of not less than five thousand dollars (\$5,000.00) as liquidated damages and not as a penalty in each instance and for each election the ballots are mailed early or late.

The Vendor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. Liquidated damages will be assessed for late delivery in all cases except those that relate to causes beyond the Vendor's control. The Vendor must notify in writing, on a timely basis, the Office of State Procurement and ATRS of such developments stating reason, justification and extent of delay.

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**OFFICIAL BID PRICE SHEET**

DESCRIPTION	QTY	UNIT PRICE Per Each Ballot	EXTENDED AMOUNT
Position #2 (Member Trustee - 2 <sup>nd</sup> Congressional District) Initial Election Only	9,128 Ballots	\$_____ / each ballot	\$_____
Position #6 (Member Trustee - Administrator Trustee) Initial Election Only	1,565 Ballots	\$_____ / each ballot	\$_____
Position #7 (Member Trustee - Non-Certified Trustee)	38,449 Ballots	\$_____ / each ballot	\$_____
Position #8 (Member Trustee - Minority Trustee)	116,487 Ballots	\$_____ / each ballot	\$_____
		Grand Total	\$_____

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**ATTACHMENT 1 – ATRS SAMPLE BALLOT (FRONT)**



1400 West Third Street  
Little Rock, Arkansas 72201  
Forwarding Service Requested

**Official Ballot of the ATRS 2004 Election**

**ELECTION SCHEDULE**

Voting information mailed ..... March 15, 2004  
Voting ends ..... April 15, 2004  
Results reported to Elections Committee ..... April 20, 2004  
Run-off ballots mailed ..... May 3, 2004  
Run-off voting ends ..... June 1, 2004  
Results reported to Elections Committee ..... June 7, 2004



If you have questions regarding this ballot, please call The Help Line at 1-800-218-4028, Monday - Friday, 8:30 am - 6 pm.  
Your vote must be received at VR Election Services by April 15, 2004. Please allow for postal delivery time.  
**Please detach lower portion of ballot and return in postage paid envelope.**

Detach along the dotted line.      Detach along dotted line.      Detach along the dotted line.



**Official Mail-in Ballot**

Official use only

All candidate statements are listed on the back. However, you will be able to only vote for the positions you are eligible for based on your status with ATRS. Please review the candidate statements before making your selection(s).



Please mark the appropriate candidates in the spaces provided to the left of each candidates' name.  
Ballots are not to be copied nor returned to System office.

**ATTACHMENT 2 - ATRS ELECTION POLICIES**

Agency No. 088.00

**ELECTION PROCEDURES AND TERMS OF  
OFFICE FOR ELECTED TRUSTEE POSITIONS**

A.C.A. §§ 24-7-301, 302

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**I. RULES ON ELECTED TRUSTEE NOMINATIONS**

- A. During December in a year in which an elected trustee position is subject to election or to fill a vacancy in a special election, the System shall publish a public notice of an upcoming trustee position election in a statewide newspaper for at least five (5) consecutive days. The notice will also be sent to such persons or groups that have requested a notice of Trustee vacancies. The notice shall also be posted on the System's website from December until the closing of the nomination period.
- B. For all elected positions, a candidate must submit a petition signed by at least twenty-five (25) ATRS members who are eligible to vote for the trustee position for which the member is seeking nomination. The petition must include the last four digits of each signatory's Social Security number for verification of the member's eligibility to vote for the position.
- C. The original petitions for nomination must be submitted to the ATRS Executive Director no later than January 10. Actual delivery must be made by January 10, regardless of postmark date or other methods to attempt delivery.
- D. Upon receipt of a petition, the System will confirm its receipt and verify the eligibility of the candidate for the trustee position under ACA § 24-7-301. The System will verify the member's signatures signing the petition as eligible voters.
- E. The candidates submitting a petition for nomination will receive notice by the System if the petition is accepted and will receive a list of other members who were certified to participate in the election for the trustee position for which he/she seeks nomination.
- F. Prior to ballots being mailed, the System or its designee will conduct a random drawing for ballot position with at least two (2) independent witnesses present certifying the drawing. Candidates will be notified of the order in which he/she will be listed on the ballot.
- G. Upon request of a candidate, the System will provide a list of mailing addresses of eligible voters for the distribution of a candidate's campaign materials. The candidate's message shall not contain information that would constitute defamation. Campaign materials will be mailed by the

election contractor from its place of business. All postage for such materials shall be the candidate's sole expense.

## **II. RULES ON TRUSTEE ELECTIONS**

- A. The System shall employ an independent election service to conduct the trustee elections.
- B. If any position receives only one nomination and the position is not contested, the Board at its next regular or special meeting may certify the nomination and declare the candidate duly elected as a trustee prior to the commencement of the trustee's term.
- C. The System shall publish ballots that shall be submitted to the election vendor for mailing on March 15 to the member's address of record.
- D. Completed ballots must be received by the election vendor on or before April 15 to be counted. The vendor shall only count such ballots that are correctly completed.
- E. Results for positions not subject to a run-off election shall be certified to the System by April 20.
- F. If upon certification of the outcome of a trustee election by the vendor, if no candidate receives at least 50% of the votes cast by eligible voters, a run-off election will be held between the two (2) candidates receiving the highest number of votes for the position. The run-off ballots will be mailed by the election vendor to eligible voters on May 1.
- G. Completed ballots for a run-off election must be received by the election vendor on or before June 1 to be counted.
- H. Upon the completion of the run-off election, results shall be certified by the election vendor to the System by June 5.
- I. Any candidate included on the ballot may submit a challenge to the election vendor's certified results for an elected trustee position by submitting a written challenge to the ATRS Executive Director. A challenge must be received within five (5) calendar days of the certification of the elections results for the position at issue. If a candidate challenges the election results, the election process will be suspended for the same number of days that the resolution of the challenge requires, and the remaining election schedule will be adjusted accordingly.
- J. Upon receipt of a challenge, the ATRS Board will hold a special meeting to consider the challenge. The Executive Director will issue a System



recommendation to the Board along with the administrative record relating to the position being challenged.

- K. For any fixed date in the election schedule that falls on a holiday or a weekend, the official date shall become the next business day.
- L. Upon completion of an election, all elected trustee terms, except for special elections, begin on July 1 following the election.

### **III. BOARD PROCEDURES TO FILL UNEXPIRED TERMS FOR ELECTED TRUSTEES**

Staff shall notify the Board of all resignations and vacancies by other causes in any Trustee position as soon as possible after staff has knowledge of the vacancy. The Board shall take appropriate action authorized by law to fill the vacancy. The Board may by majority vote appoint a trustee until the next system election. In the event the Board by majority vote determines that the vacancy should be filled by a special election, then a special election shall be scheduled as follows:

If an elected trustee position is declared vacant by the Board and is to be filled by a special election then, in accordance with this regulation, the System shall publish notice that a special election will be held and will announce the schedule for the special election, which will include the following: 1) the date the vacancy occurred and position being vacated; 2) the time period for circulating petitions for nominating signatures; 3) the deadline for filing petitions with the System; 4) the date the System will verify the validity of petitions; 5) the date ballots will be sent to eligible voters; 6) the election date; and 7) the date the term shall begin.

### **IV. TERM OF ELECTED TRUSTEE OFFICE AND VACANCIES**

- A. The term of office of each elected trustee shall be six (6) years.
- B. Each trustee shall continue to serve as trustee until his or her term expires unless he/she resigns or is otherwise ineligible under these rules.
- C. In a year in which a six (6) year term of a trustee expires, the position shall be filled under the regular election schedule in ATRS Rules.
- D. A trustee elected to fill an unexpired term in a special election will serve for the remainder of the six (6) year term of the vacating trustee.

**V. RULES ON ELECTED TRUSTEE VACANCIES**

- A. An active member trustee shall be ineligible to serve after becoming inactive or retiring.
- B. An active member trustee shall be ineligible to serve if he or she changes employment category during his or her term of office and the employment category is a requirement of the trustee position, i.e., an administrator becomes a classroom teacher.
- C. A retirant member trustee shall be ineligible to serve after becoming active.
- D. An absence that is excused by a majority of the members of the Board shall not be counted towards a vacancy. Attendance on either day of a two-day Board meeting is sufficient to meet the attendance requirement.
- E. The Board of Trustees or its designee will notify the Board member after the second consecutive absence.
- F. A vacancy will occur if the Board votes to declare a position vacant due to one of the following:
  - 1. A trustee is absent for three (3) consecutive regular Board meetings and the absences are not excused by the Board;
  - 2. A trustee is ineligible due to a change in status under A.C.A. § 24-7-302 resulting in three (3) consecutive absences at regular Board meetings prior to the expiration of the trustee's term; or
  - 3. Resignation or death of a trustee which will create three (3) or more consecutive absences at regular Board meetings prior to the expiration of the trustee's term.

If the Board declares a vacancy by resolution under the section above, the Board may vote to hold a special election to fill an unexpired term under the Board procedures to fill unexpired terms for elected trustees. If the Board does not certify a vacancy under this section, the vacancy will be filled during the next annual ATRS election held upon expiration of an elected trustee's term, utilizing approved election procedures for that position.

**Approved:** May 10, 2000  
**Amended:** February 11, 2008  
December 18, 2009  
July 1, 2011 (Emergency)  
**Adopted:** August 8, 2011  
**Effective:** November 11, 2011



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**Standard Terms and Conditions**

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the 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 state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

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12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the

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bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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

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

**28. DISCLOSURE: FAILURE TO MAKE ANY DISCLOSURE REQUIRED BY GOVERNOR'S EXECUTIVE ORDER 98-04, OR ANY VIOLATION OF ANY RULE, REGULATION, OR POLICY ADOPTED PURSUANT TO THAT ORDER, SHALL BE A MATERIAL BREACH OF THE TERMS OF THIS CONTRACT. ANY CONTRACTOR, WHETHER AN INDIVIDUAL OR ENTITY, WHO FAILS TO MAKE THE REQUIRED DISCLOSURE OR WHO VIOLATES ANY RULE, REGULATION, OR POLICY SHALL BE SUBJECT TO ALL LEGAL REMEDIES AVAILABLE TO THE AGENCY**

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**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

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

SUBCONTRACTOR:		SUBCONTRACTOR NAME:	
<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>			
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> <b>Goods?</b> <input type="checkbox"/> <b>Services?</b> <input type="checkbox"/> <b>Both?</b>	
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 [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<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 V E N D O R ( 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 [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<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**

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## **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. \_\_\_\_\_