

REQUEST FOR PROPOSAL

CYBER SECURITY MANAGEMENT PROGRAM FOR ARKANSAS NORTHEASTERN COLLEGE

P.O. BOX 1109
BLYTHEVILLE, ARKANSAS
PHONE: (870) 762-1020

CONTRACTORS: Proposals are invited for the Cyber Security Management Program (CSMP) for Arkansas Northeastern College (ANC) in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below not later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the proposal. The College reserves the right to reject any or all proposals.

RFP Number: ANC-2021-1
Date Issued: March 22, 2021
Submission Deadline (Opening):
 Date – May 3, 2021
 Time – 2:00 p.m.

Proposal Delivery Address:
Mr. James W McClain
Vice President Information Technology/St Affairs
Arkansas Northeastern College
2501 S Division
Blytheville, Arkansas 72315

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP.

Name of Firm_____

Address_____

Phone No._____ Email_____

Printed Name of Authorized Individual _____ Title _____

Signature of Authorized Individual _____ Date _____

UNSIGNED PROPOSALS WILL BE REJECTED

**REQUEST FOR PROPOSAL FOR CONTRACTING THE
CYBER SECURITY MANAGEMENT PROGRAM**

FOR

ARKANSAS NORTHEASTERN COLLEGE

STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.01 INTRODUCTON

Arkansas Northeastern College (ANC) will consider proposals for contracting the operation of the Cyber Security Management Program (CSMP) at ANC. ANC invites Cyber Security Firms (Contractor), to submit responses to this Request for Proposal (RFP) for the operation of such in accordance with the RFP.

The headings and subheadings in this RFP are intended only to assist the reader in locating information. They are not intended to completely convey the contents of the information that follows. Therefore, the reader should read all sections and subsections in their entirety.

COLLEGE INFORMATION

ANC is a two-year public community college located in Northeast Arkansas. ANC has a current spring enrollment of 1,222 students.

2.0 PROPOSAL REQUEST

2.01 ISSUING OFFICE

This RFP is issued by the Office of the Vice President of Information Technology/Student Affairs, ANC. This issuing office is the sole point of contact between Contractors and ANC for the selection process. Personal contact should be made through:

James W McClain, Vice President of Information Technology/St Affairs
Arkansas Northeastern College
2901 S Division St
P.O. Box 1109
Blytheville, Arkansas 72315

Phone (870) 762-3133

E-mail jmcclain@smail.anc.edu

ANC will provide written notification of ANC's intent to award the contract.

2.02 PRE-PROPOSAL MEETING

There will be no pre-proposal meeting of prospective contractors. However, every contractor who intends to submit a proposal as a result of this RFP must notify ANC of their intent to submit a proposal.

2.03 RFP DISTRIBUTION

This RFP will be made available to any vendor who wishes to submit a proposal to the ANC. The RFP will also be available as an attachment via e-mail to all prospective contractors.

2.04 CLARIFICATION OF THE RFP

Verbal clarification may be given as a courtesy, but will not affect the bid specifications or requirements. If the ANC determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All or any addenda must be acknowledged by the Contractor on the RFP submitted.

2.05 COST FOR PROPOSAL PREPARATION AND CAMPUS VISITS

ANC will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will ANC reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

3.0 PROPOSAL INFORMATION

3.01 SUBMISSION OF PROPOSALS

Sealed, written proposals will be received until 2:00 p.m. Central Standard Time on May 3, 2021, at the following address:

James W McClain, Vice President for Information Technology/St Affairs
Arkansas Northeastern College
2501 S Division St
P.O. Box 1109
Blytheville, Arkansas 72315

All proposals shall be clearly marked with the RFP code number "ANC-2021-1".

Contractors must submit (1) original and three (3) copies of their proposals. Proposals must be signed by an official authorized to bind the Contractor to the resultant contract. If a Contractor submits descriptive literature with their proposal, four (4) copies must be submitted.

Contractors are cautioned that only written information contained in this RFP (including Addenda) are to be relied upon for preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified and returned to the Contractor unopened. All proposals shall be guaranteed and binding for a period of not less than one hundred twenty (120) days past the proposal opening date.

3.02 RESPONSE FORMAT

Beginning with the first subsection, it is requested that Contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgment. Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response. References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

3.03 CONTENTS OF PROPOSAL

- A. Contractors should include as part of their proposals all of the provisions of this RFP and furnish all required information.
- B. If the Contractor submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with laws of the State of Arkansas, State laws shall govern. Standard terms and conditions may need to be amended to adequately reflect all of the conditions of this RFP.
- C. All agreements of any nature requiring execution by ANC must be submitted with the proposal.
- D. A sample contract must be submitted with the Proposal for review if required by the Contractor and will later require the signature of College officials.

3.04 OFFICIAL CONTRACTOR'S REPRESENTATIVE

The name, mailing address, telephone number, and fax number of the Contractor's authorized agent with authority to bind the firm with respect to questions concerning the Contractor's proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to ANC must be signed by an authorized officer of the Contractor.

4.0 GENERAL PROVISIONS

4.01 CONTRACTOR'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND

The Contractor will indemnify, hold harmless and defend ANC, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, its employees, agents, or representatives.

4.02 EQUAL EMPLOYMENT OPORTUNITY/NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant because of race, gender, creed, color, age, disability, religion, ethnic or national origin, or any legally protected class and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without discrimination because of race, gender, creed, color, age, disability, religion, ethnic or national origin or any legally protected class. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, and termination.

5.0 PERFORMANCE STANDARDS

Task Area 1: Information Security and Privacy Awareness Training - ANC requires subject matter expert support for the development, delivery and maintenance of a comprehensive information security and privacy awareness and training program for all staff. This program will include, but is not limited to providing support in the following areas:

- A. Assess and provide recommendations of the existing training program and materials
- B. Develop, deliver and maintain outreach and marketing strategy for security and privacy
- C. Engage with the ANC community to communicate changes to the security training programs
- D. Enhance, document, administer, and deliver a comprehensive program to measure and improve the information security and privacy awareness and vigilance of ANC users and system users, including those with significant security responsibilities
- E. Develop and implement reporting and tracking processes for information security and privacy awareness and role-based information security training
- F. Provide information security and privacy training (classroom, web-based, and other methods) across the gamut of information security and privacy areas, including ANC specific security and privacy specific topics and recent industry trends
- G. Provide support to the development, implementation, and tracking of role-based information security and privacy training Troubleshoot and provide solutions to issues with information security and privacy training software

H. Provide support to the coordination of training seminars, training meetings, conferences, etc. Material developed for training may be in the form of, but are not limited to, audio, visual, computer-based, Web-based, or written media as required to deliver the training. The Contractor may be required to provide instructors to present any of the material developed in the form of (but not limited to) classroom instruction, small group discussions, briefings, etc., as required to meet the needs of the ANC staff. The ability to allow courses to be captured electronically for use by personnel who cannot attend the training in person should be available. In addition, the Contractor shall develop and provide courses in other formats, including (but not limited to) webinars, avatar, PowerPoint presentations, etc.

i. The Contractor shall develop the following material for each class:

- a) Student handout that contains a copy of the course briefing and/or other supporting material
 - b) A copy of the course briefing and/or other supporting material archived and available to the ANC Point of Contact.
- For all courses:

- Course evaluation to be completed by each individual attending the class.
- Certificate of Attendance to be awarded to each individual completing the class.
- Proficiency examination that will be administered by the Contractor at the conclusion of each class, if warranted by the content.
- Certificate of Accomplishment for individuals successfully completing the examination. If appropriate, this certificate may be in the form of a certificate bearing the Colleges name)
- Attendance file for all training executed to record attendance.
- Trainer must have at least 5-years' experience developing and providing training.

Task Area 2: Audit Management - ANC requires subject matter expertise and audit management support for involvement in the development and maintenance of an Audit and Risk Management program to respond to all external auditors specific to the cybersecurity program at ANC. The contractor will:

- A. Maintain an audit request and response database that is accessible by multiple stakeholders
- B. Support the ANC personnel in research, gathering information, and submitting audit artifacts
- C. Support the ANC personnel in research and writing audit responses
- D. Maintain a findings list and follow the findings through remediation and closure

- E. Manage each audit engagement in collaboration with all stakeholders f. Assist with creating finding spreadsheets based upon audit reports,
- F. Contractor must provide draft documents, reports, policies and procedures as agreed upon by the ANC oversight team;

Task Area 3: Cybersecurity Operations Center - the ANC Cybersecurity Operations Center (ACOC) is initially comprised of 5 functional areas and is responsible for maintaining situational awareness, visibility, and response readiness across the ANC enterprise. The three functional areas are as follows:

- A. Continuous monitoring of all ANC computing environments to included log and existing device monitoring,
- B. Vulnerability scanning and remediation
- C. Asset (hardware/software) management
- D. Integrated Cyberthreat intelligence and
- E. Incident Management,

ACOC task is to integrate existing security tools and incorporate those tools necessary to monitor the systems and technologies ANC computing environment. and incident response.

- **Sub Task 3.1:** Continuous Monitoring - the contractor will provide a standard Security Event Monitoring tool capable of ingesting standard computing log formats and alerts and providing analysis and support to incident response processes. The contractor will be required to meet the following requirements:
 - i. Monitoring the ANC environment 24 hours a day, 7 days per week, 52 weeks a year
 - ii. Respond to alerts through an established investigation process in support of the incident response process
 - iii. Provide information specific to ANC environment to ANC points of contact as required by ANC
 - iv. Review and categorize alerts according to severity and provide investigative services as required
- **Sub Task 3.2:** Vulnerability Scanning and Remediation – performed by the contractor will ensure that ANC is identifying and remediating computing vulnerabilities on an ongoing basis that will reduce the risks of a vulnerability exploit negatively impacting the ANC environment. Proactive threat management informs stakeholders, improves situational awareness, highlights high-risk configuration vulnerabilities, facilitates rapid response, supplies relevant security material, and helps quantify organizational security risk. The contractor will be required to meet the following requirements and standards:
 - i. Provide a standard security scanning tool that is applied consistently across all ANC environments

- ii. Perform monthly scanning activities of all identified ANC computing environments
 - iii. Provide a monthly consolidated report (due no later than the 5th working day of the month) that includes the following information
 - # of devices scanned
 - # of vulnerabilities (broken down by severity)
 - Root cause analysis (i.e. application of a single patch will reduce the # of vulnerabilities)
 - Track remediation of all “Critical” or “High” rated vulnerabilities
 - iv. Track remediation efforts and present results based on a monthly meeting with ANC personnel
- **Subtask 3.3:** Software and Hardware Asset Management – the contractor will be required to provide a tool and methodology for supporting ANC hardware and software asset management. The contractor will be required to meet the following requirements and standards:
 - i. Provide a standard asset management tool that accurately captures and reports on all ANC Hardware and Software assets in the computing environment
 - ii. Provide ANC a monthly report with the current software and hardware asset inventory
 - iii. Provide a monthly consolidated report (due not later than 5th working day of the month)
- **Subtask 3.4:** Integrated Cyberthreat Intelligence - will be provided by the contractor and integrated into the environment to support monitoring, remediation of the endpoints, firewalls, applications, ANC proprietary data and cloud environments with the following requirements:
 - i. Develop, maintain and optimize an automated integration system to receive, leverage and disseminate cyber threat intelligence identified from multiple paid and open sources for the purpose of detecting, tracking, preventing, and responding to threats and threat actors
 - ii. Provide automated data flows to existing ANC environments that represents potentially hostile locations and connections
 - iii. Review common repositories and drop locations for ANC identified information to include but not limited to:
 - User ID and Credentials to the ANC networks and applications
 - ANC email accounts
 - ANC proprietary data (financial information, plans, programs and processes)

- **Subtask 3.5:** Incident Management - the contractor will support and provide on demand Incident support for all declared incidents by ANC leadership. The contractor will provide the following minimum services:
 - i. Immediate cybersecurity support to contain and immediately manage the identified issue
 - ii. Provide forensic capabilities and support to identify, categorize, analyze attack methods, means and actors as available
 - iii. Provide senior cybersecurity personnel to support ANC leadership in managing the security incident
 - iv. Provide additional incident support as required by ANC leadership

6.0 CONTRACT GUIDELINES

6.00 RESERVATION

This RFP does not commit ANC to award a contract. Further, the ANC reserves the right to accept or reject in part or in its entirety, any or all proposals received, to advertise if deem necessary, and to investigate any or all proposals as required. Proposals which fail to comply fully with any provisions of the specifications in the RFP will be considered invalid and will not receive consideration.

6.01 GUIDELINES

Contractors should note the following in regard to the State's contracting authority, AND AMEND ANY DOCUMENTS ACCORDINGLY. Failure to conform to these standards may result in rejection of the proposal.

- A. The State of Arkansas may not contract with another party:
 - i. To support continuation of performance in subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
 - ii. To indemnify and defend that party for any liability and damages; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's use or possession, provided that such obligation is determined by and under the procedures of the Arkansas Claims Commission (this is the only form of indemnification to which the State can agree).
 - iii. To pay damages, legal expenses or other costs and expenses of any party.
 - iv. To conduct litigation in a place other than Mississippi County, Arkansas.

- v. To agree to any provision of a contract which violates the laws or Constitution or the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should;

- i. Remove any language from its contract which grants to it and remedies other than:

The right to possession

The right to accrue payments

- ii. Include in its contract that the laws of the State of Arkansas govern the contract.

6.02 TERM OF CONTRACT

The required services are to commence not later than a date to be agreed upon by and between ANC and the Contractor selected by the ANC to operate the CSMP. The resulting contract will be for the initial period of three (3) years with the option to renegotiate and extend the contract for an additional twelve (12) month period up to four (4) years. The renewal option is to be exercised ninety (90) days prior to the contract ending date. The extended contract shall be on the same terms and conditions as the initial contract, subject to all of the provisions. The contract shall not bind, nor purport to bind ANC for any contractual commitment beyond the agreed upon or extended contract period. If ANC does not intend to negotiate the option to renew, it will provide the Contractor with written notice of such not later than ninety (90) days prior to the contract ending date.

6.03 TERMINATION PROVISIONS

The contract may be terminated by either party by giving a ninety (90) day written notice to the other party. Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements, or shall fail to comply with any regulations adopted by ANC, ANC shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, ANC shall have the right to cancel and terminate the contract without further notice. If the contract is terminated for any reason, the Contractor must continue operation of the CSMP, if requested by the College, until a new Contractor, or ANC is able to commence operations. However, this period shall not exceed six (6) months from the effective date of termination. .

6.04 CONTRACT NEGOTIATION

Due to the anticipated complexities of this contract relationship, ANC reserves the right to negotiate with the successful Contractor the final terms and conditions deemed to be most advantageous to the College.

6.05 ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign or transfer any interest in the contract (whether by assignment or novation), and shall not subcontract, without the prior written consent of the College.

6.06 COMPLIANCE WITH PROVISIONS

Contractors shall state that they have read, understand and will comply with all provisions and the Standard Terms and Conditions in this RFP.

6.07 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

An Arkansas Governor's Executive Order requires that certain information be disclosed prior to the awarding of any contract by ANC. The requested information is submitted on a Contract and Grant Disclosure and Certification Form. Appendix "A" contains a Contract and Grant Disclosure and Certification Form. The Form must be completed and approved prior to the awarding of any contract. ANC requests that this Form; F-1 and F-2, be completed signed and returned with the proposal. If subcontractors are proposed and approved by the College, the same forms must be completed and approved for all subcontractors.

6.08 ETHICAL STANDARDS

As provided in Arkansas Code Annotated 19-11-708, it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 selling agencies maintained by the Contractor for the purpose of securing business.

6.09 STANDARD OF PERFORMANCE

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices for operation of the CSMP. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of this RFP, and shall be grounds for immediate termination of the contract. ANC retains the absolute right to assess whether and when performance is acceptable.

6.10 PRICING AFTER THE INITIAL CONTRACT

Pricing may be negotiated, except for the initial three-year contract, prior to the beginning of each contract period. All prices will remain firm for any and each contract period unless approved by ANC. ANC reserves the right to approve or reject all price changes.

7.0 SELECTION CRITERIA

The Contractor will be selected on the basis of which proposal is, in the opinion of ANC, in the best interest of ANC when all factors are considered. Factors considered will include, but are not necessarily limited to, pricing, services offered, quality, experience, creativity and the ability to perform efficient, economical operations. Also, Contractor performance record, response to this RFP, and service related performance capabilities will be reviewed. Other relevant factors that ANC may deem to be important will be considered. Some of these factors are judgmental and subjective, and the decision of the College is final. ANC reserves the right to reject any and all proposals or parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

Contractors shall be cautioned not to minimize the importance of adequate responses, although a particular category may carry less weight than other areas.

The contract award will be made to the Contractor whose proposal conforms to the RFP and, in the sole judgment of the College, will be most advantageous to the College.

Appendix A

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all 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:		Contractor for which this is a subcontractor:	
<input type="checkbox"/> YES <input type="checkbox"/> NO					
				Estimated dollar amount of subcontract:	

IS THIS FOR:

TAXPAYER ID NAME: ☐ Goods? ☐ Services ☐ Both?

YOUR LAST NAME: _____ FIRST NAME: _____ MI: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: UNITED STATES OF AMERICA

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 (senator, representative, name of board/commission, date 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

FOR A VENDOR (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or 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, date 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

* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM-F-2

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

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

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

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

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

Signature _____ Title _____ Date _____
Vendor Contact Person _____ Title _____ Phone No. _____

AGENCY USE ONLY

Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.
0710	Department of Human Services			0710-19-1001