

ARKANSAS DEPARTMENT OF TRANSPORTATION

Equipment and Procurement Division

**Request for Qualifications – RFQ No. 19-004P**

Class Action Claim Filing and Recovery Services

Proposals must be submitted  
No later than **4:30 p.m. CST**  
**January 2, 2019**

**No submissions or modifications  
will be accepted after this deadline.**

To constitute a valid submission, proposal must:

- (1) Be submitted by the prescribed date and time (Paragraph 2.1);
- (2) Address all of the requirements set forth herein;
- (3) Contain Page 8, completed with the following information:
  - a) company name, address, and phone number.
  - b) original signature in ink, not photocopied or stamped.
- (4) Contain Eligible Bidder Certification, Contract and Grant Disclosure and Certification, Restriction of Boycott of Israel Certification and Illegal Immigrant Contractor Disclosure Certification Forms.

For further information regarding this RFQ contact  
Danny Keene, Division Head  
ARDOT Equipment and Procurement Division  
at 501-569-2672 or by e-mail at [Danny.Keene@ardot.gov](mailto:Danny.Keene@ardot.gov)

Arkansas Department of Transportation  
RFQ No. 19-004P - Class Action Claim Filing and Recovery Services

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ARKANSAS DEPARTMENT OF TRANSPORTATION

Request for Qualifications No. 19-004P

**Class Action Claim Filing and Recovery Services**

**Section 1.0 INTRODUCTION**

The Arkansas State Highway Employees' Retirement System (ASHERS) seeks to identify a vendor qualified to provide class action claims filing and recovery services. See "Scope of Services" below for detailed descriptions.

The following are attached to this RFQ:

- Contact Data Sheet (to be completed and returned with response)
- **Specimen Contract and Grant Disclosure and Certification Form (subject to change)**

**BACKGROUND ON THE ARKANSAS STATE HIGHWAY EMPLOYEES' RETIREMENT SYSTEM ("ASHERS").**

- 1.1 **PURPOSE.** ASHERS is a \$1.5 billion public pension plan created by the State of Arkansas pursuant to Act 454 of 1949 and governed by the State's retirement laws (A.C.A. §24-5-101 et seq.) ASHERS is a contributory single-employer defined benefit pension plan qualified under IRC § 401(a). ASHERS administers a program of benefits (retirement, disability and survivor's) for eligible employees of the Arkansas Department of Transportation and their beneficiaries. ASHERS plan participants and annuitants number more than 7,500 persons. ASHERS invests employer and member contributions to the pension trust fund and administers the system for the exclusive benefit of pension plan members, annuitants, and their survivors or beneficiaries. As a public pension plan, ASHERS is not subject to Title I of ERISA.
- 1.2 **ORGANIZATION.** ASHERS is governed by a seven-member Board of Trustees. The ASHERS Executive Secretary, appointed by the Board of Trustees, is responsible for the overall administration of ASHERS and the programs of benefits it administers. ASHERS employs a professional staff to administer the pension plan and to manage its investment program.
- 1.3 **INVESTMENTS.** ASHERS may invest in any kind of property or type of investment consistent with the standards of A.C.A. §24-2-601 et seq., the prudent investor rule, and the ASHERS investment policies. To fund plan benefits, ASHERS invests in public equities, fixed income securities, and publicly traded master limited partnerships. The ASHERS portfolio is externally managed. ASHERS delegates investment discretion to external managers of which there are currently three (3). ASHERS engages a custodian bank to hold its assets and clear and settle public securities trades through broker-dealers. The custodian appoints sub-custodians in foreign jurisdictions where ASHERS managers invest in locally-traded securities of public issuers. ASHERS changed custodian banks in September 2017.

**ASHERS SCOPE OF SERVICES**

- 1.4 The purpose of this RFQ is to identify and select a firm who is qualified to identify and file security class action claims for ASHERS investment portfolio covering the period of February 1, 2010 through September 1, 2017. This period represents the contracted time period, ASHERS was with the previous custodian bank. Notification has been received that the previous custodian bank has discontinued the service of filing security class action claims on ASHERS's behalf.
- 1.5 The selected firm will be expected to enter into negotiations with ASHERS to further define the services provided.
- 1.6 **SCOPE OF SERVICE:** Services will include, the following: monitoring potential securities, antitrust and other class action cases; maintaining a database of all eligible securities; compiling ASHERS's historical transaction data into the format specified by the claim administrator; filing claims for every eligible security to maximize recoveries, handling claim administrator inquiries and distributing settlements payments to ASHERS while keeping ASHERS informed of claim status through a customizable web portal.
- 1.7 **Terms of Agreement:**  
A typical term for an engagement would be a one year period, with optional renewals by ASHERS for one additional year as needed, as it complies with Arkansas Purchasing Procedures. Services under this RFQ will not commence before January 1, 2019.
- ASHERS retains the right to terminate the agreement for any reason and at any time.
- Vendor must agree to comply with Governor's Executive **Order 98-04**, the disclosure and certification requirements there under, and the conflict of interest provisions of the agreement.
- Vendor must execute the required State of Arkansas disclosure forms as well as any other required forms as the occasion may warrant. A copy of the disclosure forms are attached to this RFQ.
- 1.8 **Information Restrictions:** All information received by ASHERS regarding this RFQ is restrictive and will not be available before award is made to the successful Contractor.
- 1.9 **Point of Contact:** This RFP is issued by the Arkansas Department of Transportation, Equipment and Procurement Division on behalf of the Arkansas State Highway

Employees' Retirement System. Questions concerning submission of a proposal in response to this RFQ should be addressed to the ARDOT officials named below:

Bid Submission Questions

Danny Keene, Division Head  
Equipment and Procurement Division  
Arkansas Department of Transportation  
P. O. Box 2261  
Little Rock, AR 72203  
Phone: 501-569-2672  
Fax: 501-569-2679  
E-Mail: [Danny.Keene@ardot.gov](mailto:Danny.Keene@ardot.gov)

Technical Questions

Robyn Smith  
ASHERS Executive Secretary  
Arkansas Department of Transportation  
P.O. Box 2261  
Little Rock, AR 72203  
Phone: 501-569-2411  
Fax: 501-569-4955

Inquiries may be referred to other System employees for detailed answers or clarifications. Written inquiries are encouraged and will be responded to in writing. Oral communications shall not be binding on the System and can in no way modify the terms, conditions, or specifications of this RFQ or relieve the successful Contractor of any obligations under any contract resulting from this RFQ. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, revisions, amendments or supplements will be provided to all recipients of this initial RFQ and all who have requested information in writing.

- 1.10 **Choice of Law and Choice of Forum:** This RFQ and any resulting contract shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding relating to any cause of action of any nature arising from or related to the RFQ or contract may be brought only before the appropriate forum in Pulaski County, Arkansas.
- 1.11 **Ethics:** *"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 commercial selling agencies maintained by the contractor for the purpose of securing business."* Ark. Code Ann. §19-11-708(a).
- 1.12 **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to

and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: [joanna.mcfadden@ardot.gov](mailto:joanna.mcfadden@ardot.gov). Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

- 1.13 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state.
- 1.14 **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.

## **Section 2.0 PREPARING AND SUBMITTING A PROPOSAL**

- 2.1 **General Instructions:** The evaluation and selection of a contractor and any resulting contract will be based on the information submitted in the Proposer's proposal plus references. Failure to respond to each of the requirements in the RFQ may be the basis for rejecting a response. Elaborate proposals beyond that sufficient to present a complete and effective proposal (Such as those involving artwork) are not necessary or desired.

To be considered, responses must be received in the office of the ASHERS Executive Secretary no later than 4:30 p.m. (Central Standard Time) on January 2, 2019. Responses must be submitted to the attention of

Robyn M. Smith, Executive Secretary  
Arkansas State Highway Employees' Retirement System  
10324 Interstate 30, Room 405, Little Rock, AR 72209.

2.2 **Proposal Format:** The proposal must be formatted and presented in the same order as listed below. The proposer should provide a detailed response to each specification listed.

2.2.1 **Technical Proposal**

Cover Letter – should state the RFQ name and number; Proposer’s name; Proposer’s business address, telephone number, name of authorized contact person for proposal questions and authorized contact person for contract questions/negotiations. The cover letter must be dated and signed.

Table of Contents – clearly identify the material by section and page number.

Project Understanding – should provide a response in narrative form that convinces the evaluators that the proposer has a clear understanding of the background and of the proposed scope of work to be performed.

Requirements – provide a detailed response to each of the specifications contained in Section 3 of this RFQ.

Cost Requirements – provide a detailed response to each of the specifications contained in Section 4 of this RFQ.

ASHERS reserves the right to accept or reject any or all of the responses submitted. The information contained in this RFQ is intended to serve only as a general description of the services that may be needed by ASHERS. ASHERS intends to use responses as a basis for further negotiation of specific details with the responding vendor, including additions, deletions or modifications to the terms of the responses submitted. This request does not commit ASHERS to pay any costs incurred prior to the execution of an agreement. Issuance of this request for qualifications does not obligate ASHERS to enter into a contract or to pay any costs incurred in the preparation of a response.

For additional information concerning the requirements of this RFQ, please contact Robyn Smith, Executive Secretary, at 501-569-2411. This should be the only point of contact with ASHERS regarding this RFQ. Contact with ASHERS Board members or other decision makers regarding this matter prior to selection of counsel will be grounds for disqualification.

2.3 **Late Proposals:** Proposals received after the date and hour established will be considered late proposals and will be automatically disqualified. Late proposals will be returned unopened.

2.4 **Unsigned Proposals:** Page 8 of the RFQ must be signed, completed and included with proposal to constitute a valid submission. The signature must be legible, original (not stamped or photocopied) and in ink. Unsigned and improperly signed proposals will be automatically disqualified.

- 2.5 **Withdrawing or Modifying Proposals:** A proposal may be withdrawn, modified, or corrected by a Proposer after it has been submitted only if a written request to do so is filed with the Retirement Office prior to the date and time set for opening. Telegrams or letters received before the date set for opening of proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the date and time set for opening.
- 2.6 **Assignment:** No contract resulting from this RFQ may be assigned, sold, or transferred without the prior written consent of the System, and no obligation incurred pursuant to this RFQ and any resulting contract may be delegated without written consent of the System.
- 2.7 **Advertisement:** The successful contractor is prohibited from using any contract award information in any advertisement, including press releases, without the prior written consent of the System.
- 2.8 **Cancellation of Contract:** The System reserves the right to cancel any award or contract without recourse upon written notice to the Contractor.
- 2.9 **Default and Remedies:** Non-performance of any requirement or condition of any contract resulting from this RFQ shall constitute default. Upon default, the System shall issue a written notice of default providing a period in which the Contractor shall have thirty (30) days, or if the default is repeated during the term of the contract or any extension thereof, the System may, in its sole discretion, terminate the contract(s) or remaining portions thereof and exercise any remedy provided by law.

### **Section 3.0 - REQUESTED INFORMATION**

- 3.1 Provide a description of your firm, including historical background, number and location firm offices and services provided.
- 3.2 State whether your response excludes any services contemplated by the RFQ set forth in the scope of services.
- 3.3 State how your firm is able to conduct client portfolio research (cross-referencing the trading against potential securities claims) investigate potential claims, preparing detailed reports of findings; and presenting the findings to ASHERS when requested.
- 3.4 Subject to the consent of clients as required by applicable ethics rules, provide a listing of representative clients. Responses may, with the consent of the clients, include names and phone numbers of specific references.

- 3.5 Identify any known relationship, either business or personal, which you or a member of your firm has with any ASHERS Board member, investment manager, or key employee. If aware of none, state "None." (A list of ASHERS Board members, investment managers, and key employees can be provided upon request.)
- 3.6 State whether your company has ever had an organization submit a claim, or file a lawsuit as result of a missed claim or recovery.

#### **Section 4.0 - COST REQUIREMENTS**

- 4.1 The vendor must provide a cost for the services requested in this RFQ including initial set-up fees.

#### **Section 5.0 - REVIEW**

- 5.1 ASHERS will make its final selection based upon a number of criteria, including the respondent's demonstrated competence, experience, knowledge, qualifications, ability to comply with ASHERS contracting, absence of disqualifying relationships or conflicts of interest, among others.

Arkansas Department of Transportation  
Request for Qualifications No. 19-004P  
Class Action Claim Filing and Recovery Services

**\*\*\*\*\*This page must be completed, properly signed and submitted for\*\*\*\*\*  
proposal to be considered.**

**6.1 Signature Page**

I, the undersigned, affirm that this proposal is made on behalf of the below-named company/individual, for whom I have legal authority to commit to the terms and conditions set forth in the RFQ and this response, to which we agree to be bound if this proposal is found acceptable by the System; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation or other entity.

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

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

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Must be legible, original, no photocopies, and in ink)**

**For ASHERS Use Only**

Accepted: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

\_\_\_\_\_  
BIDDER NAME

BY: \_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

Yes  No

IS THIS FOR:

TAXPAYER ID NAME:

Goods?  Services?  Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark ( ✓ )		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
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/YY	To MM/YY	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.

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. _____

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity § 25-1-503. If at any time after signing this certification the contract decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor/Vendor name	

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature must be hand written, in ink

# ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	
AASIS Number	N/A
Description	
<b>Contractor name</b>	

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature must be hand written, in ink