|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name:** |  |  | **Phone:** |  |
| **Address:** |  |  |  |  |
|  |  |  | **Fax:** |  |
|  |  |  |  |  |
| **City:** |  |  | **EMail:** |  |
| **State:** |  |  | **Web Site:** |  |
| **Zip Code:** |  |  |  |  |

|  |
| --- |
| **SIGNATURE REQUIRED FOR RESPONSE**  THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED PACKAGE ALONG WITH THE PROPOSAL. COMPANY NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR THE PROPOSAL TO BE ACCEPTED.  NOTE: Formal bids are NOT accepted by fax or email.  All bid submissions must be received and accepted by the the UA System no later than the date and time designated on the official bid document, unless otherwise stated by the Procurement Official.  NOTE: The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time will NOT be considered.  **NOTE:** In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.  **By signing below, respondent agrees to furnish services listed herein at the prices and/or under the conditions indicated in the Proposal. Acceptable signatures are ink or electronic.**  Name (Type or Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

**General Campus Background for University of Arkansas**

The University of Arkansas System (“UAS”) is a public institution of higher education, created by the Arkansas constitution, to provide post-secondary education to the citizens of Arkansas. It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms. The UAS includes 25 educational entities dispersed throughout the state of Arkansas. A full listing can be found at <https://www.uasys.edu/campuses-units/>.

Respondents must submit one (1) signed original and two (2) soft copies (on CD and/or USB Flash Drive) of your response to this bid. The extra copies are needed for bid evaluation purposes. Please do not send bid responses to different bids in the same envelope.

Additional Redacted Copy REQUIRED

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAS and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “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, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent after a notice of intent to award is formally announced. If during a subsequent review process UAS determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

**IMPORTANT:** Respondents must address each of the requirements of this bid request which is in the format of a Request for Proposal. Vendor’s required responses should contain sufficient information and detail for UAS to further evaluate the merit of the vendor’s response. Failure to respond in this format may result in bid disqualification.

**IMPORTANT:** If questions are submitted to UAS to clarify bid specifications or the scope of the bid, an individual response will be sent to the submitting party **only**. All question and answer documents will be immediately posted to the Hogbid website, information and a link is listed here:  <http://hogbid.uark.edu/index.php>  for interested firms, companies, individuals to review. It is the responsibility of all parties to review the official bid website, Hogbid, to be informed of all important information specific to the solicitation.

Proprietary Information

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, [include with Original and any required Copies] and can only be protected to the extent permitted by Arkansas law.

**Note of caution**:  Do not attempt to mark the entire proposal as "proprietary".  Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary**.

**Ethical Standards**

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.

**Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of this contract and UAS cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder’s business, the bidder must state so in writing.

1. **Bidder Conflict of Interest Form**

Only when applicable, for any Request for Proposal (“RFP”) that requires the disclosure of existing conflict of interest circumstances, the Bidder should complete the Bidder Conflict of Interest Form and submit with bid response. It is the responsibility of the Bidder desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and Certification form. The purpose of these forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of UAS regarding any questions of conflict of interest shall be final.

**University of Arkansas Logo / Trademark Licensing**

Merchandise that carries a University logo or trademark must be purchased from vendors that are licensed through the Collegiate Licensing Corporation. Therefore, bidders are required to be currently licensed to carry the University of Arkansas logo in order to be eligible to submit bids for those requests that involve the University of Arkansas logo or trademark.  Only those offers submitted by currently licensed bidders will be considered for award.

**Non-Discrimination and Affirmative Action**

Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

**a.** Consistent with Ark. Code Ann. § 25-17-101, the vendor agrees as follows: (a) the vendor 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 vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this non- discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**b.** The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

**Performance Timeline**

Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from UAS that the Agreement has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later (the “Commencement Date”).  Time is of the essence in the Contractor’s performance of this contract. If the Contractor fails to meet certain milestones within a specific timeline, UAS will sustain damages. Therefore, if Contractor fails to complete certain services with the time limits herein specified, Contractor shall pay to UAS, as liquidated damages and not in the nature of a penalty, the amount specified below, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that UAS will sustain in the event of any such delay. Said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay.  The said liquidated damages amount shall be deducted from the amount due to Contractor.

|  |  |  |
| --- | --- | --- |
| **Performance Milestone** | **Completion Deadline (calculated from the Commencement Date)** | **Liquidated Damages** |
| If there is a default in the performance of any of the material terms, conditions or covenants contained in this Agreement or Contract | 3 months | 20% of the total initial cost and annual fee |
| If there is failure to cure in the performance of any material terms, conditions or covenants contained in this Agreement or Contract | 3 months | 15% of the total initial cost and annual fee |
| If there is failure to perform in the performance of any material terms, conditions or covenants contained in this Agreement or Contract | 6 months | 10% of the total initial cost and annual fee |

**Prohibition on Contracting**

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Agreement/PO/Contract not to engage in a boycott of Israel.  A breach of this certification will be considered a material breach of contract.  In the event that Vendor breaches this certification, University may immediately terminate the Agreement/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**Processing of Personal Data – European Union General Data Protection Regulations**

With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU’s General Data Protection Regulations (“GDPR”). The parties have or will specify the subject matter and duration of the processing; the nature and purpose of the processing; and the type of personal data and categories of data subject. Vendor (Processor) will only act on the written instruction of UAS and will assist UAS in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects’ requests, and allowing data subjects to exercise their rights. Vendor will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of UAS and under a written contract. Vendor consents to audits and inspections as necessary to ensure compliance with these provisions. Vendor shall return, or, at UAS’s discretion, delete all personal data obtained from UAS (and any copies thereof) at the end of the contract and submit whatever information UAS needs to ensure that both parties are meeting their GDPR Article 28 obligations.

**Dun and Bradstreet DUNS Number**

We highly encourage all University of Arkansas contract vendors to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at: <http://www.dnb.com/>

If available, please provide your Dun and Bradstreet DUNS Number below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**MINORITY AND WOMEN-OWNED BUISNESS REPORTING**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UAS shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public construction programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended:

* Ten percent (10%) for minority business enterprises with two percent (2%) allocated for service-disabled veteran-owned minority business enterprises; and eight percent (8%) for all other minority business enterprises; and
* Five percent (5%) for women-owned business enterprises

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

To ensure the University of Arkansas System is meeting its goal to support minority and women-owned businesses, we ask that contractors disclose if they, or, if applicable, any subcontractors, are minority or women-owned businesses.

# Instructions:

# Please check the appropriate statement below:

**Minority and Women-Owned Business Information Attached.**

**Minority and Women-Owned Business Information Not Applicable.**

|  |  |
| --- | --- |
| Contractor Name |  |
| Mailing Address |  |
| City, State & Zip |  |
| Contractor Signature |  |
| Name & Title |  |
| Date |  |

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain a database of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



**EQUAL OPPORTUNITY POLICY DISCLAIMER**

Pursuant to Arkansas Code Annotated § 19-11-104, any prospective contractor who is responding to a formal bid request, request for qualifications, or negotiating a contract with the state for professional, technical, or general services, must submit their most current equal opportunity policy (EO Policy). This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is $25,000 or greater.

Although contractors are encouraged to have a viable EO policy, a response stating the contractor does not have such an EO Policy will be considered that contractor’s response and will be acceptable in complying with the requirement. This is a mandatory response requirement when submitting a formal proposal or entering a service contract as outlined above. Submit this completed and signed form, and associated attachments, with your proposal or contract.

# Instructions:

# Please check the appropriate statement below:

**Current EO Policy Attached.**

**EO Policy Not Available.**

|  |  |
| --- | --- |
| Contractor Name |  |
| Mailing Address |  |
| City, State & Zip |  |
| Contractor Signature |  |
| Name & Title |  |
| Date |  |

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain a database of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



**ILLEGAL IMMIGRANT CERTIFICATION**

Pursuant to Arkansas Code Annotated § 19-11-105, state agencies are not allowed to enter into contracts for the procurement of public, professional, technical or general services, or any category of construction with any contractor who employs or contracts with illegal immigrants. This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is $25,000 or greater.

Contractor(s) must certify with the state, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. This certification process is a mandatory requirement. Submit this completed and signed form, and your online screenshot of certification, with your proposal or contract. Failure to certify may result in rejection of your proposal, and no contract award will be made to a contractor who has not so certified.

**Instructions:**

* Contractor(s) are to certify online: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
* Print screenshot of your online certification and submit with proposal or contract.
* Please check the appropriate statement below and include response:

We have certified online that we do not employ or contract with any illegal immigrants, and screenshot of certification is attached.

Date online certification completed:

We have NOT certified online at this time, and we understand that no contract can be awarded to our business until we have done so.

Reason for non-certification:

|  |  |
| --- | --- |
| Contractor Name |  |
| Mailing Address |  |
| City, State & Zip |  |
| Contractor Signature |  |
| Name & Title |  |
| Date |  |

For purposes of this requirement, *“Illegal immigrant”* means any person not a citizen of the United States who has:

1. Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
2. Legally entered but without the right to be employed in the United States; or
3. Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

For questions, please contact the Procurement Department by calling (479) 575-2551.



**BIDDER CONFLICT OF INTEREST FORM**

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a vendor or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the attached Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas System (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

|  |  |  |
| --- | --- | --- |
| **Name** | **Relationship** | **Description** |
|  |  |  |
|  |  |  |
|  |  |  |

*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**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 contractor unless the contract includes a written certification that the contractor 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 as defined in § 25-1-503\*. If at any time after signing this certification the contractor 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.

|  |  |
| --- | --- |
| Contractor Name |  |
| Mailing Address |  |
| City, State & Zip |  |
| Contractor Signature |  |
| Name & Title |  |
| Date |  |

\* “Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

For questions, please contact the Procurement Department by calling (479) 575-2551.

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SUBCONTRACTOR:**  **Yes No** | **SUBCONTRACTOR NAME:** |  | | |
| **TAXPAYER ID NAME:** |  | IS THIS FOR:  **Goods?** | **Services? Both** | **?** |
| **YOUR LAST NAME:** |  | **FIRST NAME:** |  | **M.I.:** |
| **ADDRESS:** |  |  |  |  |
| **CITY:** |  | **STATE:** | **ZIP CODE:** | **COUNTRY:** |

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

**---**

**F O R I N D I V I D U A L S \***

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



|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Position Held | Mark (√) | | Name of Position of Job Held  [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 |  |  |  |  | |  |  |
| Constitutional Officer |  |  |  |  | |  |  |
| State Board or Commission Member |  |  |  |  | |  |  |
| State Employee |  |  |  |  | |  |  |

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.

**None of the above applies**

**F O R A N E N T I T Y ( B U S I N E S S ) \***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 Position of  Interest (%) 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.*

1. 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.

Number Name Contact Person Phone No. or Grant No.

Contract

Contact

Agency

*Agency use only*

Agency 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.