

**REQUEST FOR PROPOSAL
STANDARD TERMS AND CONDITIONS**

SUBMIT RESPONSES TO:

University of Arkansas System
2404 N. University Ave.
Little Rock, AR 72207
Attn: Terry Fuquay
Director of Administrative Services

BU: USYS 102022

Procurement Official: Terry Fuquay

Proposal Due Date: November 29, 2022 Time: 5:00 PM CST

RFP Description: Online Prevention & Compliance Training

Company Name: _____
Address: _____

City: _____
State/Zip Code: _____

Phone: _____
Fax: _____
Email: _____
Web Site: _____

SIGNATURE REQUIRED FOR RESPONSE

THIS OFFICIAL 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 Proposals are NOT accepted by fax or email. All proposal submissions must be received and accepted by the Purchasing Office no later than the date and time designated on the official RFP, unless otherwise stated by the Procurement Official.

NOTE: The above listed date and time is the LATEST proposals will be accepted. ANY Proposals received after that time will NOT be considered.

NOTE: In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement 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.

The undersigned agrees to furnish the items and/or services listed herein at the prices and/or under the conditions indicated in the official RFP Document. Acceptable signatures are ink or electronic.

Name (Type or Print): _____ Title: _____

Signature: _____ Date: _____

STANDARD TERMS AND CONDITIONS

1. PREPARATION OF PROPOSALS

1.1 Failure to examine any drawings, specifications, and instructions will be at respondent's risk.

2. SUBMISSION OF PROPOSALS

2.1 Proposals, modifications or corrections thereof received after the closing time specified will not be considered.

3. ACCEPTANCE OF PROPOSALS

3.1 The University reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive any informality, and to make an award that best serves the interest of the University.

3.2 If a respondent fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

4. ERROR IN PROPOSAL

4.1 In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered or amended after the specified time for opening proposals.

5. AWARD

5.1 Contracts and purchases will be made or entered into with the respondents(s) whose proposal(s) is/are determined to be the most advantageous to the University considering price and evaluation factors set forth in the RFP.

5.2 A written purchase order or contract award mailed, or otherwise furnished, to the successful respondent within the time of acceptance as specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the respondent in whole or part without the written consent of the University.

6. WAIVER

6.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given to deliberately favor any single respondent and would have the same effect on all respondents.

7. ADDENDA

7.1 Addenda modifying plans and/or specifications may be issued in accordance with the projected timeline in the RFP.

7.2 Only written addenda is part of the RFP and should be considered.

8. PROPOSAL OPENINGS

8.1 The proposal opening event will be conducted open to the public. No award will be made. Only names of respondents and a preliminary determination of proposal responsiveness will be made.

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

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BU:	<u>USYS</u>	<u>102022</u>
Procurement Official:	<u>Terry Fuquay</u>	
Proposal Due Date:	<u>November 29, 2022</u>	Time: <u>5:00 PM CST</u>
RFP Description:	<u>Online Prevention & Compliance Training</u>	

General Campus Background for University of Arkansas System

The University of Arkansas System (“UAS” or “University”) is composed of 21 campuses, divisions and units across Arkansas and includes the state’s 1871 flagship, land-grant research university at Fayetteville; UAMS, Arkansas’s premier institution for medical education, treatment and research; a major metropolitan university; an 1890 land-grant university; two regional universities serving southern and western Arkansas; seven community colleges; two schools of law; a presidential school; a residential math and science high school; a 100 percent online university and divisions of agriculture, archeology and criminal justice. A full listing can be found at <https://www.uasys.edu/campuses-units/>.

Agencies must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e., USB Flash Drive). Please do not send responses to different proposals in the same envelope.

Additional Redacted Copy REQUIRED

Proprietary information submitted in response to the 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 respondent to identify all proprietary information included in its proposal. 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 shall reflect the same pagination as the original, show the empty space from which information was redacted, and submitted on a 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 proposal to be considered. Respondent is responsible for ensuring the redacted copy on a 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 respondent after notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by respondent is subject to disclosure under the Freedom of Information Act, Respondent will be contacted prior to release of the information.

IMPORTANT: Respondents must address each of the requirements of the RFP which is in the format of a Request for Proposal. Respondent’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the response. Failure to respond in this format may result in disqualification of the proposal.

IMPORTANT: If questions are submitted to the University to clarify specifications or the scope of the RFP, an individual response will be sent to the submitting party **only**. All question and answer documents will be immediately posted to the University 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 University official bid website, Hogbid, to be informed of all important information specific to the solicitation.

Proprietary Information

Proprietary information submitted in response to this RFP will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to the proposal opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its proposal

that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, [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

A. Contract and Grant Disclosure

Disclosure is a condition of the resulting 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 Respondent's business, Respondent must state so in writing.

B. Conflict of Interest Form

If respondent has an actual or perceived existing conflict of interest, Respondent shall complete the Conflict of Interest Form and submit it with the proposal. It is the responsibility of respondent desiring to be considered for an 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 respondent 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.

Arkansas Technology Access Clause

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The respondent expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the respondent expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the respondent does not completely meet these standards, the respondent must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: <ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf>.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: http://procurement.ark.edu/_resources/documents/VPAT_Blank.pdf

Note: All respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the RFP solicitation. Our expectation is that the respondent will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

Please note here if a Voluntary Product Accessibility Template (VPAT) form **IS or IS NOT INCLUDED** with this RFP response. _____.

Failure to include the Voluntary Product Accessibility Template (VPAT) form (if applicable) could result in proposal disqualification.

University of Arkansas Logo / Trademark Licensing

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

Non-Discrimination and Affirmative Action

Respondent 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 respondent agrees as follows: (a) the respondent 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 respondent 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 respondent 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 respondent will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or respondent.

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 the University 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").

Prohibition on Contracting

In accordance with Ark. Code Ann. § 25-1-503, respondent hereby certifies to UAS that respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any contract not to engage in any boycott of Israel. A breach of this certification is considered a material breach of contract. In the event respondent breaches this certification, UAS may immediately terminate any contract without penalty or further obligation and exercise any rights and remedies available to it by law or 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. Respondent (Processor) will only act on the written instruction of the University (Controller) and will assist the University 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. Respondent will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of the University

and under a written contract. Respondent consents to audits and inspections as necessary to ensure compliance with these provisions. Respondent shall return, or, at the University's discretion, delete all personal data obtained from the University (and any copies thereof) at the end of the contract and submit whatever information the University 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 respondents 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 BUSINESS 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 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 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	

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 (EEO 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. If contractor does not have an established EEO Policy, please indicate this fact in your response below.

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 EEO Policy Attached.

EEO Policy Not Established.

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



UNIVERSITY OF ARKANSAS SYSTEM

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 request for proposal, 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:

- Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- Legally entered but without the right to be employed in the United States; or
- 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.



CONFLICT OF INTEREST FORM

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a respondent desiring to be considered for an 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 respondents 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 respondent 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 respondent, 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 respondent from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a respondent is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a respondent's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a respondent or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a respondent 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 respondent or has at least one common owner or shareholder with the respondent.

Each respondent 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 respondent.

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 _____

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: _____ SUBCONTRACTOR NAME: _____
 Yes **No**

TAXPAYER ID NAME: _____ IS THIS FOR: **Goods?** **Services?** **Both ?**

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNT
RY: _____

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 <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? [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							

None of the above applies

F O R A N E N T I T Y (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 <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.

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. _____