

INVITATION TO BID (IFB)
SOUTH ARKANSAS COMMUNITY COLLEGE
334 WEST HILLSBORO ST
EL DORADO, ARKANSAS 71730
TELEPHONE: 870-864-7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE ON ENVELOPE CONTAINING BID

BID #: SACC-IFB-19/20-002 OR (SA20-002) ISSUED: February 12, 2020
BID OPENING: Tuesday, February 25, 2020 2:00 pm c.s.t.

BID OPENING LOCATION: South Arkansas Community College
McGehee Bldg Conference Room
3696 East Main St., El Dorado, AR 71730

FOR: F.O.B.
TO THE VENDOR ADDRESSED:

Bids are invited for furnishing commodities and services in accordance with **TERMS AND CONDITIONS AS STATED ON THE ATTACHED SHEET**. Bids must be in the hands of the Agency Procurement Official not later than the date and hour as indicated above, at which time all bids will be opened publicly and read. Successful bidders should receive copy of resultant purchase order within 10 days after the opening date shown above, unless otherwise negotiated.

| Item | Quantity | Description | Unit Price | Total |
|------|----------|--|------------|-------|
| | | SEE ATTACHED DESCRIPTION OF EQUIPMENT AND SERVICES (USE ADDITIONAL PAGES, IF NECESSARY) | | |
| | | INCLUDE INDIVIDUALLY: SHIPPING/HANDLING WARRANTIES INSTALLTION EXPENSE OTHER | | |

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/ or services to **SOUTH ARKANSAS COMMUNITY COLLEGE** at the prices bid herein.

Name of Firm or DBA: _____

Business Address Street City State Zip

Signature of Authorized Individual Title Date Executed

Telephone number Fax number email address

SOUTH ARKANSAS COMMUNITY COLLEGE

BID# SACC-IFB-19/20-002

Page 2

UNSIGNED BIDS WILL NOT BE CONSIDERED

RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COMMUNITY COLLEGE

ATTN: ANN SOUTHALL, MGR, PROCUREMENT & PAYMENT SERVICES

334 WEST HILLSBORO STREET

EL DORADO, AR 71730

FINAL DEADLINE TO ACCEPT BIDS:

2:00 pm, cst

Tuesday, February 25, 2020

Owner Contact Information:

Ann Southall, Manager, Procurement/Payment Services

870-864-7162 (o) asouthall@southark.edu

General Information

The following is an Invitation for Bid for Fifteen (15) Welding Machines for use in our Welding Program at South Arkansas Community College. A specific listing of units is included with this bid document.

This equipment is to provide infrastructure for welding instruction and allow participants more access to hands-on training using typical equipment found in local industries. The College offers a Technical Certificate in welding as well as Certificates of Proficiency in SMAW, GMAW, GTAW, Layout & Pipefitting, and Advanced Pipe Welding.

The College will accept sealed proposals until 2:00 pm., CST on Tuesday, February 25, 2020. All vendors should provide a complete bid packet including all items listed on the required documentation list (included in this IFB). Bids should be delivered in a clearly identified sealed opaque envelope. Vendors are invited to attend bid opening. Responses must be submitted on the bid form included in the exact format given in order to be accepted.

Bids should be sealed and delivered (no faxes or e-mails will be accepted) by the deadline to the Procurement Official at the below address.

Bids must be signed in ink by an official authorized to bind the bidder to the proposal. If the vendor submits standard terms and conditions with the bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the State laws shall govern. Bidder's standard terms and conditions may need to be altered to adequately reflect and include all of the conditions in the Invitation for Bid, the bidder's proposal and the Arkansas State Law.

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB-19/20-002
Page 3

The successful bidder shall at all times observe and comply with all federal and state laws, local laws, ordinances, orders, decrees and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completed work. The successful bidder and surety shall indemnify and save harmless South Arkansas Community College and all its officers, representatives, agents and employees against claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself, his employees or his subcontractors

This IFB does not commit South Arkansas Community College or the State of Arkansas to award a contract, to pay any costs incurred in the preparation of a bid in response to this request, or to procure or contract for services or supplies. The owner reserves the right to reject any or all bids and waive any irregularities not bound by the Arkansas Statutes. Proposals, which fail to comply fully with any provisions of the specifications, and bid documents will be considered invalid and may not receive consideration. The College reserves the right to reject any-and-all bids contingent upon available funds.

The acceptance of complete and full requirements met consists of SouthArk agreeing that the product and completed installation is satisfactory. SouthArk will have 10 working days after all equipment is installation and training completed to inspect and determine, if acceptable and approve payment. If no word is received from SouthArk within 10 working days after the completion, the bidder may proceed with billing.

Any questions regarding the bid process should be submitted in writing via e-mail or mail to Ann Southall, Manager, Procurement and Payment Services only. Any discussion about this bid document or its intent with any other SouthArk employee, not approved thru the Office of Procurement, will automatically disqualify the vendor response. Questions will be accepted up to 48 hours before bid deadline. All questions will be addressed and responses will be disclosed to all vendors who have been submitted bid documents. Failure to receive messages will not extend deadline for proposals.

Vendors should pay close attention and respond accordingly to the Technology Access Clause in the Standard Terms and Conditions (item# 24) included with this bid document.

Any shipping/handling expense should be included in bid response. South Arkansas Community College is a fully taxable entity; however, it is not necessary that sales tax be added to bid response. If it is added, it should be noted as a separate line and calculated at 9.75% (Arkansas 6.5%, Union County 2% and El Dorado City 1.25%).

ALL PRODUCTS AND ANY COMPONENTS SHOULD BE DELIVERED AND FULLY INSTALLED AT THE COLLEGE ON OR BEFORE April 1, 2020. If this date is unattainable, reasonable proposals for production time, delivery delays will be considered. A request for extension should be added to bid response.

SOUTH ARKANSAS COMMUNITY COLLEGE

BID# SACC-IFB-19/20-002

Page 4

SPECIFICATIONS:

South Arkansas Community College is seeking bids on fifteen (15) welding machines to fit the criteria listed below or closely comparable product that is the same or better. In all cases, lowest responsive bids will be considered. All bids shall contain warranty details, total cost of the products including shipping expense or any installation expense.

Item # – 15 each – WELDING MACHINES

The welding machines will be used for student instruction in SMAW, GMAW, and GTAW welding processes. Each machine will be capable of performing all 3 processes.

Each machine includes the following:

- 3 year warranty
- Cart w/Cylinder Holder
- TIG Foot Pedal Control (w/cord and plug)
- 6 ft. Power Cord
- Power Cord Plug (photo provided on p. 5)
- Accessory Package
 - Shielded Gas Regulator
 - Gas Hose
 - MIG Consumable Kit
- Digital Wire Feeder
 - w/2 sets of drive rollers totaling 4 rollers
 - 300A MIG Gun

SPECIFICATIONS

Welding Machine

- Voltage Range: 10-38V
- Amperage Range: 5-425A

Duty Cycle: 60% @ 300A 1-PH



Submitted by:

Bidder: _____

Title: _____

Date: _____

All bid documents should be addressed and delivered to:

Ann Southall
Manager, Procurement and Payment Services
South Arkansas Community College
334 West Hillsboro St.
El Dorado, AR 71730

BID FORM

South Arkansas Community College
 Welding Equipment

Vendor_____

Date_____

| Item Description | Unit Price | Shipping | Installation | Total Cost |
|----------------------------|------------|----------|--------------|------------|
| Welding machines (15 each) | _____ | _____ | _____ | _____ |

Vendor Part #_____

Manufactured By_____

TOTAL COST TO SOUTHARK _____

Required Documentation to be Submitted with Bid

The following items must be submitted in order for the bid to be accepted.

- 1) Signed bid document (1st page of this document) including signatures and other information listed within bid document.**
- 2) Bid Response Signature (page 9)**
- 3) Bid pricing sheet (pages 11)**
- 4) Contract and Grant Disclosure and Certification Form (attached)**
- 5) Equal Opportunity Policy (attached)**
- 6) Illegal Immigrant Policy (attached)**
- 7) Restriction of Boycott of Israel (attached)**

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB-19/20-002

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special Terms and Conditions included in the competitive bid over ride these Standard Terms and Conditions.
2. **ACCEPTANCE AND REJECTION:** South Arkansas Community College reserves the right to accept or reject all or any part of the bid or any and all bids, to waive minor technicalities and to award the bid to best serve the interests of South Arkansas Community College.
3. **BID SUBMISSION:** Bids must be submitted to South Arkansas Community College's Procurement Department with any applicable attachments either by fax, e-mail or through mail service by the due date stated in competitive bid request.
4. **PRICES:** Quote FOB destination. Pricing must include inside delivery, placement, installation and removal of any shipping materials, debris, etc caused by the successful bidder. Bid unit price on estimated quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the Competitive Bid. Unless otherwise specified, bid must be firm for acceptance for thirty days from bid opening.
5. **QUANTITIES:** The quantities stated, herein, are estimates and are not guaranteed. South Arkansas Community College may order more or less than the estimated quantity. Estimated quantities are based wherever possible upon previous similar purchases.
6. **DISCOUNTS:** "Discounts from list" bids are not acceptable unless requested in the Competitive Bid. Cash discounts will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.
7. **TAXES AND TRADE DISCOUNTS:** South Arkansas Community College must pay State Sales Tax. Itemize State Sales Tax when applicable on your invoices. Trade discounts should be deducted from the unit prices and the net price shown in the bid.
8. **CONTINGENT FEES/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 this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
9. **AMENDMENTS:** Bid cannot be altered after it is received in the Office of Procurement at South Arkansas Community College. If an error has been found a new bid needs to be sent clearly stating that it is a re-bid and should be sent prior to the requested due date deadline.
10. **BRAND NAME REFERENCES:** Every attempt will be made to omit any catalog brand or manufacturer's name, however, if they are used, bids on brands of like nature and quality will be considered. South Arkansas Community College reserves the right to determine whether a substitute offer is equivalent to and meets the standards of the item specified. Bidder guarantees produce offered will meet or exceed specifications identified in this competitive bid.
11. **GUARANTY:** All items are to be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. Contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, that such items will function properly when installed. Contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified in the Invitation for Bid.
12. **PURCHASE ORDER:** South Arkansas Community College will issue a purchase order to the lowest acceptable bidder. Items are not to be processed, shipped or delivered until a signed purchase order is received by the bidder.
13. **BACKORDERS OR DELAY IN DELIVERY:** On the face of the Competitive Bid and/or Purchase Order, South Arkansas Community College will give a requested date for delivery. This is expected to be in completion prior to that date. In the case of back order or delay in delivery, contact must give notice to the Office of Procurement by the date the response to bid is due, if known, or within 14 days of that date.

SOUTH ARKANSAS COMMUNITY COLLEGE

BID# SACC-IFB-19/20-002

TERMS AND CONDITIONS (CONTI8NUED)

The closest estimation for delivery date should be disclosed to the Office of Procurement as soon as it is known. Continuous back orders or failure to delivery within the time frame required may cause vendor to be eliminated from future competitive bids. If reason is not acceptable, contractor is in default. SouthArk Procurement Official has the right to extend delivery if reasons appear valid. If date is not acceptable SouthArk.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the South Ark Procurement Official. Delivery shall be made during work hour only 8:00 am to 4:00 pm Monday thru Thursday and 8:00 am to 11:00 am on Fridays. Packing memorandum shall be enclosed with each shipment.
15. **DEFAULT:** All commodities purchased will be subject to inspection and acceptance of South Arkansas Community College Office of Procurement after delivery
16. **VARIATION IN QUANTITY:** South Arkansas Community College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
17. **INVOICING:** Contractor shall submit an original copy of an itemized invoice showing bid number and purchase order number. Invoices must be sent to the South Arkansas Community College Procurement Office. Under normal conditions, vendor can expect payment in ten (10) to fifteen (15) working days after South Arkansas Community College is in receipt of the invoice and items ordered.
18. **SOUTH ARKANSAS COMMUNITY COLLEGE PROPERTY:** Any specifications, drawings, technical information, dies cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of SouthArk and shall be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to SouthArk Procurement Office, properly identifying what is being returned.
19. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
20. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and SouthArk have the right to pursue any other remedy permitted by law or in equity.
21. **LACK OF FUNDS:** South Arkansas Community College may cancel this award to the extent funds are no longer legally available for expenditures under this bid. Any delivered but unpaid for goods, will be returned in normal condition to the vendor by South Arkansas Community College. If South Arkansas Community College is unable to return the commodities in normal conditions and there are no funds legally available to pay for the goods, the vendor may file a claim with the Arkansas Claims Commission. If the vendor has provided services and there are no longer funds legally available to pay for services, the contractor may file a claim.
22. **SOVERIGN IMMUNITY:** Nothing in this agreement shall be constructed to waive the sovereign immunity of the State of Arkansas of any entity thereof, including South Arkansas Community College.
23. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM:** The failure of any individual or entity to disclose as required under any term of executive order 98 04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party, failing to disclose or in violation, to all legal remedies available to the Agency under the provisions of the existing law.
24. **TECHNOLOGY ACCESS:** 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., as amended by Act 308 of 2013, 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 Vendor 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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.

SOUTH ARKANSAS COMMUNITY COLLEGE

BID# SACC-IFB-19/20-002

TERMS AND CONDITIONS (CONTINUED)

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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., as amended by Act 308 of 2013, 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. State agencies cannot claim a product as a whole is not commercially 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. 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, 2013. 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.

25. EQUAL OPPORTUNITY: “This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination on the basis of race, color, religion, sex, or national origin, against qualified protected veterans on the basis of veteran status, and against qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to ensure equality of opportunity in all aspects of employment, and to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.”

ATTENTION BIDDERS:

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding on a request for quotation, responding to a request for proposal or qualifications, or negotiating a contract with the State of Arkansas for professional or consultant services, submit their most current equal opportunity policy (EO Policy)

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling 870-864-7162.

Thanks,

Ann Southall
Manager, Procurement and Payment Services

To be completed by business or person submitting response:

_____ **EO Policy Attached**

_____ **EO Policy is not available from business or person**

(Company)

(Name)

(Address)

(Title)

(Signature)

(Date)

South Arkansas Community College
300 South West Ave * P O Box 7010
El Dorado, AR 71730
Tel: 870-864-7162
Fax: 870-864-7122

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the with the total dollar value of the contract is \$25,000 or greater must **certify**, **prior to the award of the contract**, that they do not employ or contract with any illegal immigrants.

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

- (A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- (B) Legally entered but without the right to be employed in the United States; or
- (C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company. This is for initial contracting as well as any subsequent amendments.

Bidders shall certify online at http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

Click on: "Procurement" on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: "Vendor" Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: "Vendor Submit Disclosure Form" to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. ***NOTE*** Bid Number field is applicable if known.

REQUIRED: Print Screenshot and include with your proposal and/or contract.

If you have any questions, please call the SouthArk Procurement Office at 870-864-7162.

Thank you.

Ann Southall

Ann Southall
Agency Procurement Official
Manager, Procurement and Payment Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant or do not employ or contract with any illegal immigrants.

Date of certification: _____

_____ We cannot so certify at this time, and we understand that a contract cannot be awarded until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

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 currently 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.

| | |
|------------------------|----------------------------------|
| Name of public entity | South Arkansas Community College |
| AASIS Vendor Number | |
| Contractor/Vendor name | |

Contractor Signature: _____

Signature must be hand written, in ink

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.

08102018

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.

| | | | | | |
|---|---------|--------------------------|------|--|----------------------------|
| SOCIAL SECURITY NUMBER | | FEDERAL ID NUMBER | | SUBCONTRACTOR: | SUBCONTRACTOR NAME: |
| TAXPAYER ID #: | ---- -- | OR | ---- | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| TAXPAYER ID NAME: | | | | | |
| IS THIS FOR: | | | | | |
| <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> 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.] | |
|-------------------------------------|-------------|------------|--|-------------------|-----------------|---|----------|
| | Curre nt | Forme r | | From MM/Y Y | To MM/Y Y | 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 procurement policies or influence the management of the entity.

| Position Held | Mark (√) | | Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.] | For How Long? | | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | | |
|-------------------------------------|-------------|------------|---|-------------------|-----------------|---|---------------------------|------------------------|
| | Curre nt | Forme r | | From MM/Y Y | To MM/Y Y | Person's Name(s) | Ownership Interest (%) | Position of Control |
| General Assembly | | | | | | | | |
| <u>CONSTITUTIONAL OFFICER</u> | | | | | | | | |
| State Board or Commission Member | | | | | | | | |
| State Employee | | | | | | | | |

☐ None of the above applies

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

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

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

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

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature_____Title_____Date_____

Vendor Contact Person_____Title_____Phone No._____

Agency use only

| | | | | |
|-----------------------|---------------------|-------------------------------|---------------------------|-------------------------------|
| Agency Number_____ | Agency Name_____ | Agency Contact Person_____ | Contact Phone No._____ | Contract or Grant No._____ |
|-----------------------|---------------------|-------------------------------|---------------------------|-------------------------------|