



INVITATION FOR BID

BID Number: NA-15-0004	Purchasing Agent: Shari Holt Telephone: 870-391-3290 Email: sholt@northark.edu
Commodity/Service: Can Liners	Bid Opening Date: January 30, 2015
Date Issued: December 19, 2014	Bid Opening Time: 3:00 PM Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE IFB NUMBER, DATE AND HOUR OF IFB OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO NORTH ARKANSAS COLLEGE.

Bid Response – Any Bid Response should include the entire Invitation for Bid document, completed Bid Pricing entries, a completed and signed Bid Form, and a completed and signed Contract and Grant Disclosure and Certificate Form.

Pre-Bid Conference - There will be a Pre-Bid Conference on January 9, 2015 at 10:00 AM in Room C401 (fourth floor), Northark Center Campus, 303 N Main Street, Harrison, AR 72601. The general bid process will be discussed and any bid questions, concerns and/or comments will be addressed. While attendance at the Pre-Bid Conference is optional, prospective bidding parties are strongly encouraged to attend.

Contract Term – The Contract Award will be for a one (1) year term contract from the date of the award. Upon mutual agreement by the contractor and North Arkansas College, the contract may be renewed on a year-to-year basis, for up to three (3) additional one year terms or a portion thereof. In no event shall the total contract term be more than four (4) years.

Cost Escalation – All prices and price quotes included in the Bid must be valid for at least six (6) months after any contract award. Thereafter, in subsequent six (6) months increments (the second six months of the original contract term and any subsequent contract term renewals), the price for each individual item cannot exceed a two percent (2.0%) increase.

In cases where the supplier feels their supply costs warrants a higher increase than the two percent (2.0%) increase maximum, North Arkansas College will have the option of terminating the existing contract or contract renewal or accepting the additional cost increase beyond the maximum.

Vendors are responsible for delivery of their bid documents to North Arkansas College prior to the scheduled time for opening of the particular IFB. When deemed appropriate, vendors should consult with special hand delivery providers to ensure the bid documents will be delivered to North Arkansas College Special Hand Delivery Address specified and will do so prior to the scheduled time for BID opening. Special hand delivery providers (USPS, UPS, FedEx, etc.) may deliver on a schedule determined by each individual provider. And, if you send your proposal response by U.S. mail, it is recommended that you allow extra days in advance of the scheduled opening date.

<u>U.S.MAILING ADDRESS:</u> North Arkansas College Purchasing: Sealed Bid Enclosed 1515 Pioneer Drive Harrison, AR 72601	<u>SPECIAL HAND DELIVERY & BID OPENING LOCATION:</u> North Arkansas College Purchasing: Sealed Bid Enclosed 303 North Main, Suite C401 Harrison, AR 72601
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Right to Waive - The College reserves the right to waive any formalities in to or reject any and all bids or to modify, change or otherwise alter the bid requirements, process or acceptance of bids as they deem necessary. Preparations by the contractor shall in no way obligate the owner with the contractor and/or bidder or any or all other parties with possible interest in work or relationship to the bidder, contractor or owner.

Award Basis – Any term contract awarded will be based on the lowest Bid Amount, which is the total extended bid cost. The total extended bid cost is the sum of the extended bid cost for each item (unit cost bid times estimated annual quantity).

Estimated Annual Quantity – The estimated annual quantities provided are estimates only, arrived at from past trends, and are not guaranteed quantities that will be ordered from the successful supplier.

CAN LINER BID

North Arkansas College currently uses three different size can liners. Below is the list of liners with a detailed description or specified blend. All proposed bag liners must meet the blend specifications or minimum thickness as indicated. **Do not enter liners that do not meet all required specifications. This may void your Bid.**

	Product Bid Brand, Item Number, Description	Bid Cost Per Liner (Not Per Case)	Estimated Annual Quantity	Extended Bid Cost (Per Liner Bid Cost times Estimated Annual Quantity)
1.	56 Gallon Liner, 43"x48",Blended-Linear _____ Minimum 1.3 mil Thickness, Black _____ _____	\$ _____	18,500	\$ _____

MUST MEET OR EXCEED EPA GUIDELINES FOR POSTCONSUMER WASTE CONTENT

2.	7 – 10 Gallon Liner, 24"x24" _____ Minimum 5 micron thickness _____ _____	\$ _____	2,000	\$ _____
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MUST MEET OR EXCEED EPA GUIDELINES FOR POSTCONSUMER WASTE CONTENT

3.	12-16 Gallon Liner, 24"x33" _____ Minimum 6 micron thickness _____ _____	\$ _____	1,000	\$ _____
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MUST MEET OR EXCEED EPA GUIDELINES FOR POSTCONSUMER WASTE CONTENT

TOTAL EXTENDED BID COST

\$ _____
(carry to below Bid Amount space)

BID FORM

Company Name:			
Address:	City:	State:	Zip Code:
Telephone Number:	Fax Number:		
E-Mail Address:			
Authorized Name:		Title:	
Authorized Signature:			
USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED			
Bid Amount: \$ _____ (carried from the above Total Extended Bid Cost space)			
Bid Amount Non-Numeric _____			
(check one)			
Business Designation:	Individual []	Sole Proprietorship []	Public Service Corp [] []
Partnership []	Corporation []	Government/Nonprofit []	

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid or request for proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by North Arkansas College.
2. **ACCEPTANCE AND REJECTION:** North Arkansas College reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of North Arkansas College.
3. **BID SUBMISSION:** Bids must be submitted to North Arkansas College using the prescribed Bid Package, Bid Forms and Bid Process. The Bid response, with attachments when appropriate, must be received by the College on or before the date and time specified for bid opening. If the prescribed Bid Package and Bid Form are not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation or proposal. Unless otherwise specified, the bid must be firm for acceptance for sixty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation or proposal.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. North Arkansas College may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation or proposal is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. North Arkansas College reserves the right to determine whether a substitute offer is equivalent to and meets the standards of the item specified, and North Arkansas College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation or proposal. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation or proposal.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation or proposal. The bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to North Arkansas College. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY NORTH ARKANSAS COLLEGE. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the IFB prior to submission. There will

be no addendums to an IFB 72 hours prior to the IFB opening. It is the responsibility of the vendor to check the NORTH ARKANSAS COLLEGE website, <http://www.northark.edu> for any and all addendums up to that time.

- 11. TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
- 13. LENGTH OF CONTRACT:** The invitation for bid or request for proposal will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid or request for proposal will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet North Arkansas College delivery, alternate delivery schedules may become a factor in an award. North Arkansas College has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of North Arkansas College. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize North Arkansas College to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to North Arkansas College and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** North Arkansas College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid or request for proposal, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE 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 use hereunder shall remain property of North Arkansas College, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold North Arkansas College harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid or request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and North Arkansas College have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** North Arkansas College may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by North Arkansas College. If North Arkansas College is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained 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.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid or request for proposal, the bidder named on the front of this invitation for bid or request for proposal, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to North Arkansas College all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. MINOR CAPITAL IMPROVEMENTS: (\$5,000.01 to \$19,999.99)** When a Construction or Renovation Project is involved, a Certificate of Insurance is required from the successful bidder prior to the issuance of the purchase order.
- 29. MAJOR CAPITAL IMPROVEMENTS (over \$20,000).** When a Construction or Renovation Project is involved, a five (5) percent Bid Bond must be submitted with a sealed bid. A Certificate of Insurance, one hundred (100) percent Performance Bond, and a Contractor's License are required from the successful bidder prior to the issuance of a purchase order. Contractor will be required to complete the **Contract and Grant Disclosure and Certification Form (EO 98-04)** for bids over \$25,000.
- 30. EQUAL OPPORTUNITY POLICY:** Act 2157 of the 2005 Arkansas Regular Legislative Session requires that any business or person responding to a formal invitation for bid must submit a copy of their most current equal opportunity policy with their bid response. Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have an equal opportunity policy will be considered compliance with the requirement.
- 31. ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of the information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to North Arkansas College that the technology provided to the College 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 (1) providing equivalent access for effective use of both visual and nonvisual means; (2) presenting information, including prompts used by interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, 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 assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.
- 32. ILLEGAL IMMIGRANT CERTIFICATION:** Pursuant to Act 157 of the 2007 Arkansas Regular Legislative Session, any prospective contractor for goods or services totaling twenty-five thousand dollars (\$25,000) or more, must certify in a manner that does not violate federal law in existence on January 1, 2007, that the contractor, at the time of the certification, does not employ or contract with an illegal immigrant. Respondents are to certify in a manner that does not violate federal law in existence on January 1, 2007, that the subcontractor, at the time of certification, does not employ or contract with an illegal immigrant. Respondents are to certify online at: http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

33. MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___

Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number_____

34. EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Arkansas Code Annotated § 19-11-104, North Arkansas College is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted as a hard copy accompanying the solicitation response. North Arkansas College will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

35. TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, North Arkansas College 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 College 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 North Arkansas College technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to North Arkansas College 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, 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 College 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor 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 commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the

standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

- 36. ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by North Arkansas College. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
- 37. ADDITIONAL TERMS AND CONDITIONS:** North Arkansas College objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a bid.
- 38. ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the NORTH ARKANSAS COLLEGE website <http://www.northark.edu>. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The IFB results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's / vendor's own risk.
- North Arkansas College reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the College. Vendors are responsible for viewing the Anticipation to Award section of the NORTH ARKANSAS COLLEGE website <http://www.northark.edu>.
- 39. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offer or paragraph (b) (i) & (ii): a vendor's past performance with the College may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 40. CURRENCY:** All proposal pricing must be United States dollars and cents.
- 41. LANGUAGE:** Proposals will only be accepted in the English language.
- 42. CONTRACT & GRANT DISCLOSURE & CERTIFICATE:** As required by the terms of Executive Order 98-04 and the regulations pursuant thereto, parties submitting a bid should complete and return the below Contract and Grant Disclosure and Certification Form as a part of the Bid Response.

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 § UBCONTRACTOR NAME: _____

IS THIS FOR: Goods? Services? Both?

TAXPAYER ID NAME: _____

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:

FOR INDIVIDUALS*

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

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

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

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

2. I will include the following language as a part of any agreement with a subcontractor:

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

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

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. _____
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