

INVITATION FOR BID – BID NO. B013034		
ARKANSAS TECH UNIVERSITY Purchasing Department Young Building Suite 101 203 West O Street Russellville, AR 72801-2222	BID RESPONSE MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER, BID OPENING DATE AND TIME SHOWN ON THE OUTSIDE OF THE ENVELOPE. <i>FAXED BID RESPONSES WILL NOT BE ACCEPTED.</i>	
RESPONSE DUE BY: April 11, 2013		TIME: 10 a.m.
Company Name & Address: <hr/> <hr/> <hr/> <hr/>		For additional information, contact Jessica Holloway, ATU Purchasing Program Manager Tel: 479-968-0269 Fax: 479-968-0633 e-mail: purchasing@atu.edu website: www.atu.edu/purchasing
<p><u>The following forms must be completed and submitted with bid response:</u></p> <ol style="list-style-type: none"> 1. EEO Policy Letter 2. Illegal Immigrant Certification Form <p><u>FAILURE TO DO SO MAY RESULT IN REJECTION OF BID</u></p> <p>The Contract & Grant Disclosure and Certification Form must be completed by the <i>apparent low bidder</i> before an award can be made. The form is available on our web site.</p>		
DESCRIPTION		
<p><u>Inspection and Diagnostic Testing</u> of University Fire Alarm Systems as per the following specifications. <u>Does NOT include repairs or replacements.</u></p> <p>Please complete and return this ENTIRE bid form. Any exceptions to the bid specifications must be so noted; otherwise, successful bidder will be required to comply with specifications as written.</p>		

SPECIFICATIONS: Arkansas Tech University is requesting bids for the Inspection and Diagnostic Testing of the University's Fire Alarm Systems in accordance with the Arkansas Fire Prevention Code, NFPA 25 and 72 requirements for the period of May 1, 2013 through April 30, 2014, with an option to renew on an annual basis for six (6) additional years.

SCOPE: The University reserves the right to add or delete buildings, as circumstances require. Scope to include both Annual and Semi Annual Test and Inspections for all Fire Alarm Control Panels and Peripherals (including cleaning of smoke detection devices). **NOTE: Bid is for inspecting and testing only – not for repairs or replacements.**

Bidder should be aware that a ladder will be required to access some duct detectors. The University will not provide a ladder or any other equipment needed to complete the inspections.

TOBACCO-FREE CAMPUS: The entire University campus is tobacco-free. Bidder's employees will not be allowed to use tobacco products in any form while on the campus or its outlying facilities.

SITE VISITS: Site visits are by appointment only. Access to the buildings is to be coordinated with the following personnel:

Russellville Campus - Brian Lasey at 479-968-0261
Lake Point Conference Center – Chip Porter at 479-356-6230
Ozark Campus – Sandra Anderson at 479-667-2117

You MUST have an appointment and you MUST be escorted by University personnel.

AWARD: The University reserves the right to accept or reject, in part or in its entirety, any and all bids received as a result of this invitation and to waive minor technicalities. Award will be in the best interests of the University, and the University's decision will be final. Past performance will be a factor in the award.

Award will be made on the basis of total costs for three (3) years, based on the information provided in the bid response. Any cost escalations for the 4th through the 7th years will be on a negotiated basis.

GOVERNING LAW: Any resultant contracts shall be governed by the laws and regulations of the State of Arkansas. Nothing in any resultant contracts shall be construed to waive the Sovereign Immunity of the State of Arkansas or its agencies, including Arkansas Tech University.

ASSIGNMENT: Any resultant contract shall not be assigned without express written consent of the University. It is the intent of the University that the contractor and persons under their direct supervision perform all services.

DISPUTES: All disputes regarding any resultant contracts/agreements shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. § 19-10-201 et seq.

INDEMNIFICATION: Successful bidder agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense cost and attorney's fees, arising out of bidder's performance of any contract resulting from this bid.

DAMAGES: Contractor must notify the University's representative(s) immediately whenever property damages occur. Damages are to be repaired as directed by the University and must be done at the contractor's expense.

Contractor is to immediately notify the University if any condition prevents the proper performance of contract requirements.

TERMINATION OF CONTRACT: The University or the contractor shall have an option to terminate any resultant contract with two (2) weeks written notice. Reasons for termination may include, but are not limited to:

1. Unsatisfactory service. The University shall be the sole judge of the quality of service.
2. The University's or the contractor's decision not to exercise a renewal option.

SIGNATURE: All bids MUST be signed in ink by an agent with the authority to bind the company. Failure to do so WILL result in rejection of bid.

LICENSURE: Companies AND individuals inspecting fire alarm systems MUST be properly licensed by the Alarm Company Licensing Section of the Arkansas State Police. ***Failure to submit proof of current licensure for BOTH the company AND the individuals may result in rejection of bid.***

Bids for services to be provided by sub-contractors will NOT be accepted.

EMPLOYEES: Attach a sheet listing the names of ALL employees who will be performing the inspections at Tech, including their years of experience, licensure and certifications. Attach a copy of their current Arkansas license. ***Failure to do so may result in rejection of bid.***

Contractor shall not permit its employees who are registered sex offenders to work on the campus of the University. Further, contractor shall not permit its employees to engage in sexually harassing behavior toward University faculty, staff, students, guests or any other persons present on the campus.

Contractor shall not discriminate against any person based on race, religion, color, national origin, sex, age, genetic information, disability or veteran's status during the term of this contract.

EQUAL EMPLOYMENT OPPORTUNITY POLICY: Attached is an EEO Policy Form. Act 2157 of 2005 requires that any business/person responding to a Request for Bid must submit their current EEO policy, if available. All bidders MUST complete this form. ***Failure to submit an EEO Policy or this EEO Policy Form may result in rejection of bid.***

ILLEGAL IMMIGRANT CERTIFICATION FORM: Attached is an Illegal Immigrant Certification Form. Act 157 of 2007 requires that any business/person responding to a Request for Bid in which the total dollar value is \$25,000 or greater must certify on-line with the Arkansas Department of Finance and Administration that they do not employ or contract with illegal immigrants. All bidders MUST so certify and complete this form. ***Failure to do so may result in rejection of bid.***

CONTRACT & GRANT DISCLOSURE AND CERTIFICATION FORM: The successful bidder MUST complete this form before the contract award can be finalized. The form is available on the Purchasing web site.

"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 University."

CERTIFICATE OF INSURANCE: Successful bidder will be required to provide Certificate of Insurance for general public liability, automobile liability, property damage and workers compensation in the following minimum amounts:

Public liability covering operations and completed operations:
\$1,000,000 per occurrence for bodily injury
\$ 100,000 per occurrence for property damage

INVOICES: Invoices are to be submitted upon completion of each inspection and report. Mail or fax to:

ATU Accounts Payable Office
Administration Building Room 205
1509 North Boulder Avenue
Russellville, AR 72801-2222

Tel: 479-968-0691
Fax: 479-968-0303

SCHEDULES: Contractor will be expected to schedule the inspections at the most convenient times for the University. Contact the University's representative at each location to coordinate. If possible, the University must be given 24-hours advance notice of any changes in schedule.

All employees MUST be accompanied by University personnel at all times. ***Failure to do so WILL result in cancellation of contract.***

The University will provide one (1) escort per location during the following hours, on normal working days, Monday through Friday:

8:00 a.m. to 4:00 p.m. Lake Point Conference Center and Ozark Campus

8:00 a.m. to 3:00 p.m. Russellville Campus

The ANNUAL inspections shall be performed the week after spring graduation, May 14 – 31, 2013.

The SEMI-ANNUAL inspections shall be performed the week after fall graduation, December 16 – 20, 2013 and January 2-9, 2014.

REPORTS: Reports and recommendations are to be submitted to Mr. Brian Lasey, Physical Plant Director, within 6 weeks of the completed testing and inspections.

Two copies of the results of the inspections shall be reported in a 3-ring binder with a white plastic cover. The front leaf shall have clear plastic cover into which a paper title sheet can be inserted for convenient identification. The inside front leaf shall have a pocket for follow-up notes. Front leaf shall have typed identification or title sheet that shall include the following information in ¼" tall font. This sheet may be on the inspection company's letterhead.

Fire Alarm Inspection Report

Month and year inspections are made

Name, address and phone number of Inspection Company

Contact person

Page 1 in the binder is to be a dated transmittal letter on company letterhead.

Page 2 is to be titled "Inspection Deficiencies Summary". This sheet and others as needed shall list each building in a separate paragraph with a brief list of all defects or comments. Each building shall be listed, and if there are no deficiencies for that building, the paragraph shall state "no deficiencies."

The next sheet shall be a tabbed divider sheet with the tab in the upper right hand corner labeled "Index". The index shall list each building in the same order shown above (by Building Number).

For each of the buildings, there shall be a tabbed divider with the appropriate index number on the right hand tab and the building name at the top of the sheet, centered and in ¼" font. Behind this divider shall be the individual building report that will have 3 parts as follows:

Part 1 – Panel Report

Part 2 – Initiating Device Report

Part 3 – Notification Appliance Report

See attached sample sheets of **preferred** format. Other formats may be used, but they must contain the same information at a minimum.

The divider tabs shall be arranged such that the numbers will be in ascending order from top to bottom and each tab can be readily accessed for quick reference.

Two complete binder reports will be required before payment will be made.

LIST OF BUILDINGS: Attached is a list of the buildings with the brand and model of the alarm panel and the count of the initiating and notification devices for each. This information is furnished as an aid in determining the scope of the inspection. *The quantities of the devices are not guaranteed correct but represent the best information available at this time.*

BUILDING	SQ. FT.	LEVELS
Russellville Campus		
Administration Building	15,167 sq. ft.	2 Levels
Agriculture Classroom	1,980 sq. ft.	1 Level
Baswell Hall	54,826 sq. ft.	5 Levels
Baswell-Techionery	14,220 sq. ft.	2 Levels

Brown Hall	28,602 sq. ft.	3 Levels
Caraway Hall	24,650 sq. ft.	4 Levels
Chambers Cafeteria	41,096 sq. ft.	1 Level
Chartwell Sports Complex	3,696 sq. ft.	1 Level
Corley Building	57,665 sq. ft.	3 Levels
Crabaugh Building	26,046 sq. ft.	3 Levels
Critz Hall	11,255 sq. ft.	1 Level
Dean Building	42,612 sq. ft.	2 Levels
Doc Bryan Student Services Building	58,076 sq. ft.	3 Levels
Energy Center	12,786 sq. ft.	1 Level
Fisheries & Wildlife Building	4,290 sq. ft.	1 Level
Hughes Hall	12,000 sq. ft.	2 Levels
Hull Building	103,550 sq. ft.	2 Levels
Jones Hall	33,996 sq. ft.	3 Levels
M Street Dorm	64,170 sq. ft.	6 Levels
McEver Building	75,514 sq. ft.	1 Level
Morton Hall	19,240 sq. ft.	1 Level
Norman Art Center	25,763 sq. ft.	3 Levels
Nutt Hall	89,487 sq. ft.	6 Levels
Old Art Building	10,560 sq. ft.	3 Levels
Paine Hall	49,488 sq. ft.	3 Levels
Pendergraft Library	92,424 sq. ft.	4 Levels
Physical Plant – Administration Building	7,072 sq. ft.	1 Level
Physical Plant – Shop Building	25,973 sq. ft.	1 Level
Rothwell Hall	65,080 sq. ft.	4 Levels
Roush Hall	19,619 sq. ft.	2 Levels
South Hall	9,406 sq. ft.	1 Level
Techionery	17,202 sq. ft.	2 Levels
Tomlinson Building	27,300 sq. ft.	3 Levels
Tucker Coliseum	69,897 sq. ft.	3 Levels
Tucker Hall	13,965 sq. ft.	2 Levels
Turner Hall	32,972 sq. ft.	3 Levels
University Commons – Building A	15,312 sq. ft.	2 Levels
University Commons – Building B	15,312 sq. ft.	2 Levels
University Commons – Building C	15,312 sq. ft.	2 Levels
University Commons – Building D	9,774 sq. ft.	2 Levels
University Commons – Building E	10,721 sq. ft.	2 Levels
University Commons – Building F	16,688 sq. ft.	2 Levels
University Commons – Building G	16,688 sq. ft.	2 Levels
Williamson Building	14,636 sq. ft.	2 Levels
Wilson Hall	42,508 sq. ft.	3 Levels
Witherspoon Building	82,366 sq. ft.	3 Levels
Lake Point Conference Center		
Guest House	5,641 sq. ft.	2 Levels
Hickory Lodge	12,688 sq. ft.	2 Levels
Oak Lodge	7,734 sq. ft.	2 Levels
Learning Center	5,400 sq. ft.	1 Level
Ozark Campus		
Air Conditioning Building	3,750 sq. ft.	1 Level
Allied Health Building	9,308 sq. ft.	1 Level
Collegiate Center	12,900 sq. ft.	1 Level

Student Services Building	12,025 sq. ft.	1 Level
Technology & Academic Support Building	46,522 sq. ft.	1 Level
West Annex	4,500 sq. ft.	1 Level

BID PRICES for FIRE ALARM SYSTEM INSPECTIONS

BUILDING	ANNUAL INSPECTION	SEMI-ANNUAL INSPECTION	TOTAL COST PER YEAR
Russellville Campus			
Administration Building	\$	\$	\$
Agri. Classroom	\$	\$	\$
Baswell Hall	\$	\$	\$
Baswell-Techionery	\$	\$	\$
Brown Hall	\$	\$	\$
Caraway Hall	\$	\$	\$
Chambers Cafeteria	\$	\$	\$
Chartwell Sports Complex	\$	\$	\$
Corley Building	\$	\$	\$
Crabaugh Building	\$	\$	\$
Critz Hall	\$	\$	\$
Dean Building	\$	\$	\$
Doc Bryan Student Services Building	\$	\$	\$
Energy Center	\$	\$	\$
Fisheries and Wildlife Building	\$	\$	\$
Hughes Hall	\$	\$	\$
Hull Building	\$	\$	\$
Jones Hall	\$	\$	\$
M Street Dorm	\$	\$	\$
McEver Building	\$	\$	\$

Morton Hall	\$	\$	\$
Norman Art Center	\$	\$	\$
Nutt Hall	\$	\$	\$
Old Art Building	\$	\$	\$
Paine Hall	\$	\$	\$
Pendergraft Library	\$	\$	\$
Physical Plant – Administration Building	\$	\$	\$
Physical Plant – Shop Building	\$	\$	\$
Rothwell Hall	\$	\$	\$
Roush Hall	\$	\$	\$
South Hall	\$	\$	\$
Techionery	\$	\$	\$
Tomlinson Building	\$	\$	\$
Tucker Coliseum	\$	\$	\$
Tucker Hall	\$	\$	\$
Turner Hall	\$	\$	\$
University Commons Apts. – Bldgs. A - G	\$	\$	\$
Williamson Building	\$	\$	\$
Wilson Hall	\$	\$	\$
Witherspoon Building	\$	\$	\$
Lake Point Conference Center			
Guest House	\$	\$	\$
Hickory Lodge	\$	\$	\$
Learning Center	\$	\$	\$
Oak Lodge	\$	\$	\$
Ozark Campus			
Air Conditioning Building	\$	\$	\$

Allied Health Building	\$	\$	\$
Collegiate Center	\$	\$	\$
Student Services Building	\$	\$	\$
Technology & Academic Support Building	\$	\$	\$
West Annex	\$	\$	\$
GRAND TOTAL			\$ _____

UNIT PRICES:

Provide a price list with costs per unit for any additional devices discovered during the inspections. **If a price list is not provided with the bid response, additional charges will NOT be allowed.**

ANNUAL vs. SEMI-ANNUAL:

Describe the scope of testing conducted during for the annual inspections:

Describe the scope of testing conducted during the semi-annual inspections:

ESCALATION: Bidder agrees that prices will increase only at renewal time, May 1, and increase will not exceed, from prior year:

_____ % 2nd Year _____ % 3rd Year

Any increases for Years 4 thru 7 will be negotiated and in an amount agreed upon by both the University and the contractor.

EMPLOYEES:

Do you run background checks on your employees? ____ yes ____ no

If yes, what kind? _____

Do you perform random drug tests on your employees? ____ yes ____ no

CONTRACTOR'S REPRESENTATIVE: Provide the name and contact information for the contractor's designated representative who will be thoroughly familiar with the University's contract and will have the authority to make day-to-day decisions on behalf of the contractor.

Name & Title: _____

Telephone No: _____ Fax No: _____

E-mail Address: _____

Years of Experience: _____

REFERENCES:

Bidder **MUST** furnish not less than three (3) commercial or industrial references, including the name of a contact person and telephone number. **Failure to do so WILL result in rejection of bid.**

COMPANY NAME	ADDRESS	CONTACT PERSON & TELEPHONE NUMBER
		Tel:
		Tel:
		Tel:

Bidder acknowledges receipt of the following addenda (if any): _____

Prices firm until: _____

Company Name:	
Mailing Address:	
City, State, Zip Code:	
Telephone No:	
Fax No:	
Signature:	
Name & Title: (printed)	
Date Submitted:	
E-mail Address:	
Web Site:	
Years company has been in business:	

Are there any past/pending litigation or claims filed against company?	If yes, please explain
Is company currently in default on any loan agreement, financial institution or other entity?	If yes, please explain

Company Name, Address, etc.

Fire Alarm Inspection Report

Sample
Preferred
format

Customer/Site Name: Arkansas Tech University

Date: 1-10-2005

Building: Massie Hall

Inspection Frequency: () Monthly () Quarterly (X) Semiannually () Annually

Panel Location: RA's Office

Panel Manufacturer: Simplex

Model: 4020& 4003

Power Supply Voltage: 122.2 VAC

Battery Voltage Connected: 27.93 Volts DC Disconnected: 27.44 Volts DC

Date of Battery Installation: 11-05-2001 Battery Size (Amp-Hrs): 18 4020, 7 4003

Location of Disconnecting Breaker: Not Labeled

Breaker Panel # and Breaker #: Not Labeled

Remote Annunciator Functioning: (X) Yes () No () N.A.

Did Hvac Shut Down Properly?: () Yes () No (X) N.A.

Did the Elevators Recall Properly?: () Yes () No (X) N.A.

Did the Elevator Shunt Trip Work Properly?: () Yes () No (X) N.A.

Did the Security Exit Doors Release Upon Alarm?: () Yes () No (X) N.A.

Did the Fire Doors Close Upon Alarm?: () Yes () No (X) N.A.

List Any Other Special Functions and Any Deficiencies of Those Functions: _____

Sample
Preferred
format

Alarm Initiating Devices

Device Types: MS-Manual Station, SD-Smoke Detector, DD-Duct Detector, HD-Heat Detector, WF-Flow Switch, TS-Tamper Switch, PS-Pressure Switch

Location	Address/Zone	Device Type	Pass/Fail
Coat Room 1 st fl	3	SD	P
Boiler Room 1 st fl	11	HD	P
Boiler Room 1 st fl	9	MS	P
By Custodian 1 st fl	8	SD	P
By Room 109 1 st fl	14	SD	P
By Rooms 103/104 1 st fl	17	SD	P
By Rooms 118/119 1 st fl	21	SD	P
East Lounge 1 st fl	22	SD	P
East Stairway Exit 1 st fl	19	SD	P
East Stairway Exit 1 st fl	20	MS	P
Main Lounge East Wall 1 st fl	5	SD	P
Main Lounge North Wall 1 st fl	4	SD	P
South Main Entrance 1 st fl	1	MS	P
South Main Lobby 1 st fl	2	SD	P
Transformer Vault 1 st fl	13	HD	P
Vending Area 1 st fl	6	HD	P
West Lounge 1 st fl	18	SD	P
West Stairway Exit 1 st fl	15	MS	P
West Stairway Exit 1 st fl	16	SD	P
By Custodian 2 nd fl	30	SD	P
By Room 131 2 nd fl	24	SD	P
By Rooms 203\204 2 nd fl	35	SD	P
By Rooms 215\216 2 nd fl	31	SD	P
By Rooms 227\228 2 nd fl	25	SD	P
East Lounge 2 nd fl	23	SD	P
East Lounge 2 nd fl	22	SD	P
East Stairway 2 nd fl	25	MS	P
East Stairway 2 nd fl	27	SD	P
Laundry 2 nd fl	28	HD	P
West Lounge 2 nd fl	36	SD	P
West Stairway 2 nd fl	34	SD	P
West Stairway Exit 2 nd fl	32	SD	P
West Stairway Exit 2 nd fl	33	MS	P
Boiler room 1 st floor	12	MS	P
Custodian	29	SD	P
Stair 2 nd floor	26	MS	P

Sample
Preferred
format

Notification Appliances:

Device Types: HS-Horn Strobe, HN-Horn Only, ST-Strobe, SS-Speaker Strobe, SP-Speaker Only, CS-Chime Strobe, CH-Chime Only, RA- Remote Annunciator

Location	Address/Zone	Device Type	Pass/Fail
By Boiler Room 1 st fl		SS	P
By East Hall Shower 1 st fl		SS	P
By Main Entrance 1 st fl		SS	P
By Room 107 1 st fl		SS	P
By Room 119 1 st fl		SS	P
East Hall Shower 1 st fl		SS	P
East Lounge 1 st fl		SS	P
In Boiler Room 1 st fl		SS	P
Lounge 1 st fl		SS	P
Lounge 1 st fl		SS	P
Main Entrance 1 st fl		SS	P
Visitor Restroom 1 st fl		RA	P
West Lounge 1 st fl		SS	P
West Shower 1 st fl		SS	P
By West Stairwell 2 nd fl		SS	P
By Room 203 2 nd fl		SS	P
By Room 213 2 nd fl		SS	P
By Room 231 2 nd fl		SS	P
East Lounge 2 nd fl		SS	P
East Shower 2 nd fl		SS	P
East Stairwell 2 nd fl		SS	P
West Lounge 2 nd fl		SS	P
West Shower 2 nd fl		SS	P
West Stairwell 2 nd fl		SS	P

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

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

Submitting your EEO Policy is a one-time requirement. The Arkansas Tech University Purchasing Department will maintain a file of the EEO Policies or written responses received.

This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.

If you have any questions, please call the Purchasing Department at 479-968-0269.

Thank you.

Jessica Holloway, APO
Purchasing Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

- _____ EEO Policy attached
- _____ EEO Policy previously submitted to ATU Purchasing Department
- _____ EEO Policy is not available

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222
Tel: 479-968-0269
Fax: 479-968-0633

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Purchasing Department.

Thank you.

Jessica Holloway, APO
Purchasing Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

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

☐ None of the above applies

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

☐ None of the above applies

Rev. 08/20/07

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. _____