

INVITATION TO BID
 SOUTH ARKANSAS COMMUNITY COLLEGE
 POST OFFICE BOX 7010
 EL DORADO, ARKANSAS 71731-7010
 LOCATION: 300 SOUTH WEST AVENUE (Zip - 71730)
 TELEPHONE: 870-864-7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE ON ENVELOPE CONTAINING BID

BID #: SACC-IFB-13/14-001 ISSUED: August 20, 2013

BID OPENING: Tuesday September 3, 2013 2:00 pm c.s.t.

LOCATION: South Arkansas Community College

Room: Health Science Building – Conference Room (3rd floor)

300 South West Ave, El Dorado, Arkansas 71730

FOR: F.O.B.

TO THE VENDOR ADDRESSED:

Bids are invited for providing 1) indoor/outdoor public address emergency broadcasting equipment and 2) blue light emergency telephones in accordance with **TERMS AND CONDITIONS AS STATED ON THE ATTACHED SHEET**. Bids must be in the hands of the Agency Purchasing 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		

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

UNSIGNED BIDS WILL NOT BE CONSIDERED
RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COMMUNITY COLLEGE
ATTN: ANN SOUTHALL, MGR, PURCHASING & PAYMENT SERVICES
MAILING ADDRESS: P O BOX 7010
PHYSICAL ADDRESS: 334 WEST HILLSBORO
EL DORADO, AR 71731-7010

FINAL DEADLINE TO ACCEPT BIDS:

Date: Tuesday, September 3, 2013

Time: 2:00 pm c.s.t.

Contact Information:

For specifics of equipment requested – W. Tim Kirk, Chief Information Officer
870-864-7154
wtkirk@southark.edu

For bid related questions – Ann Southall, Manager, Purchasing/Payment Services
870-864-7162
asouthall@southark.edu

General Information

South Arkansas Community College (SouthArk) is a public, two-year institution with two campuses. The general location of each campus is: West Campus 300 South West Ave and East Campus 3696 East Main Street, both located in El Dorado, Arkansas. SouthArk is requesting proposals for two related technologies to augment its existing mass notification systems. SouthArk would have a preference for vendors to submit a comprehensive and integrated solution incorporating both required items; however, this bid is written in two parts to potentially allow best solutions to either item.

South Arkansas Community College seeks proposals from qualified vendors to provide 1) Indoor/Outdoor audio/visual notification system and 2) provide Blue Light emergency telephones for the College campuses.

Indoor /Outdoor Public Address Emergency Broadcasting System – South Arkansas Community College seeks proposals from qualified vendors to provide an indoor/outdoor audio/visual campus notification system for the College to aid its students, staff and visitors in case of an emergency. The system shall be designed to provide clear audible message at all outdoor locations on both the west campus (general location 300 South West Avenue) and east campus (general location 3696 East Main Street). This also will be expandable to include indoor locations. Units must be aesthetically pleasing and virtually impervious to damage and vandal resistant.

Blue Light Emergency Telephones – South Arkansas Community College seeks proposals from qualified vendors to provide Blue Light Emergency Telephones for the College to aid its students, staff and visitors in case of an emergency. As part of their responses, vendors are

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requested to make recommendations for the placement and number of units to serve each campus location. The units shall be an easily identifiable, vandal resistant communications device that is American with Disabilities Act (ADA) compliant, multi-functional, free standing and constructed of heavy steel. The units shall be aesthetically pleasing and virtually impervious to damage and shall include a high quality, vandal resistant, hands-free communications device and a powerful combination blue strobe and beacon that serve to identify the unit from a great distance.

A specific listing of needs for each is included within this bid document.

The College will accept sealed proposals until 2:00 pm c.s.t. on Tuesday, September 3, 2013. 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.

Bids should be sealed and delivered (no faxes or e-mails will be accepted) by the deadline to the Purchasing 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.

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 installed and training completed to inspect and determine and, if acceptable,

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will be approved for processing. 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, Purchasing and Payment Services. 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.

SPECIFICATIONS:

Item#1 – Indoor/Outdoor Public Address Emergency Broadcasting System

- Project Plan is completed that documents the design specifications based upon the physical layout of the two campus locations and implementation schedule.
- Outdoor audio/visual campus notification system to include speakers and warning lights/strobes that are remotely or locally operated.
- Provide audible notification to the West Campus via outdoor speakers distributed across campus. Include separate cost information (and separate proposal if necessary) to add a similar notification capability to the East Campus.
- Provide visual notification such as a warning light or similar. Emergency strobes/ beacons must be visible from a minimum of 200 feet.
- Expandable for additional exterior use.
- Expandable to include indoor audio/visual campus notification system to include speakers and warning lights/strobes that are remotely or locally operated.
- Expandable to include interior / exterior visual signage alerts.
- Voice input must be voice over internet protocol (VoIP) and analog capable.
- Desirable that the system has intercom capability to permit remote users to contact central console

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- Operation for messaging must be both remotely operated from consoles at the West and East campuses, via web-based interface, and locally at each speaker site. The transmission of messaging must be selectable by the entire system, specific zones and individual locations. The transmission of messages must be deliverable by live messages in real-time and stored pre-recorded messages.
- Password protection to prevent unauthorized use.
- Have adequate battery backup for four hours of continuous operation
- Compliant with the [American Disabilities Act](#) (ADA of 1990) and [Section 508 of the Rehabilitation Act of 1973](#) (as amended 1998).
- Purchase price is to include: System operations training that is documented and certifiable that at least 3 users have adequate understanding and skill to operate the system. Factory warranty, hardware and software support (including updates) for a minimum of 3 years.

ITEM #2 – Blue Light Emergency Telephones

The communication system shall be designed so that a single touch on the communications device button shall immediately and automatically dial a preprogrammed number, simultaneously activating the blue strobe light and an optional peripheral device such as a remote preset for closed circuit television (CCTV). Immediately after establishing the phone connection with the receiving party, the communications device shall be capable of sending a signal identifying the specific unit being activated. The strobe shall continue to flash, drawing attention to this location until the receiving party terminates the call.

The following requirements must be fulfilled related to this bid:

- Lights:

Combination blue strobe and beacon: The unit shall have a combination LED lighting unit consisting of both a combo strobe/beacon and photocell and must be visible from a minimum of 200 feet.

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- Faceplate Light:

A long life, LED fixture shall be concealed within the unit above and directly forward of the communication device. This fixture will direct light onto the communications device faceplate, and shall be vandal resistant.

- Communications:

The unit shall have a high quality, vandal resistant and ADA compliant speakerphone communications device.

The speakerphone shall have an internally mounted electronics enclosure, auxiliary power, and shall be capable of playing up to two digitally stored voice messages upon activation.

The speakerphone shall be programmable from a remote location

Battery backup shall be rated for 16 hours of active talk time and 32 hours of standby.

Line powered phone devices, DIP switch programming, and push-to-talk devices are not acceptable.

- Communication Options:

The system must offer several means of communication to offer the greatest flexibility in unit placement; it is extremely desirable that the product line support:

- IP wireless communications
- CDMA cellular communications
- Traditional hard wired analog communications

- Finish & Graphics:

The unit shall be finished with a coating process known to be highly graffiti resistant and UV resistant.

The graphics shall be a durable engineering grade reflective vinyl for high visibility and legibility.

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The standard graphics text shall be “Emergency” and shall be available in 30 inch lengths. Standard color shall be “reflective white.”

- Compliant with the [American Disabilities Act](#) (ADA of 1990) and [Section 508 of the Rehabilitation Act of 1973](#) (as amended 1998)
- Purchase price is to include: system operations training that is documented and certifiable that at least 3 users have adequate understanding and skill to operate the system. Factory warranty, hardware and software support (including updates) for a minimum of 3 years.

NOTE: Vendors should pay close attention to #20 on the standard terms and conditions (included within bid packet)

Submitted by:

Bidder: _____

Title: _____

Date: _____

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All bid documents should be addressed and delivered to:

Ann Southall
Manager, Purchasing and Payment Services
South Arkansas Community College
300 South West Ave (Administration Bldg)
P O Box 7010
El Dorado, AR 71731-7010
asouthall@southark.edu
870-864-7162
870-864-7122 (fax)

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) including signatures and other information listed within bid document.**
- 2) Contract and Grant Disclosure and Certification Form (attached)**
- 3) Equal Opportunity Policy (attached)**
- 4) Illegal Immigrant Policy (attached)**
- 5) VPAT (Voluntary Product Accessibility Template) for all technology products**

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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 Purchasing 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: Do not include state sales tax in your bid. 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 Purchasing 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 brads 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 bid that be in newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the competitive bid. Bidder hereby guarantees everything furnished. Bidder further guarantees that if the items furnished hereunder are to be installed by the bidder and that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration.
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. DELIVERY: On the face of the Competitive Bid, 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 Purchasing by the date the response to bid is due, if known, or within 14 days of that date. The closest estimation for delivery date should be disclosed to the Office of Purchasing 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 back order dates are unacceptable, agency may purchase elsewhere.

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STANDARD TERMS AND CONDITIONS
(CONTINUED)

14. **DELIVERY:** On the face of the Competitive Bid, 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 Purchasing by the date the response to bid is due, if known, or within 14 days of that date. The closest estimation for delivery date should be disclosed to the Office of Purchasing 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 back order dates are unacceptable, agency may purchase elsewhere.
15. **DEFAULT:** All commodities purchased will be subject to inspection and acceptance of South Arkansas Community College Office of Purchasing 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:** The vendor shall be paid upon submission of an original properly itemized invoice showing the purchase order on it. 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. **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.
19. **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.
20. **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.
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) 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 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

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STANDARD TERMS AND CONDITIONS (CONTINUED)

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 meet 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.

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 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.

As provided in Act 308 of 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.

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, Purchasing 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**

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 Purchasing Office at 870-864-7162.

Thank you.

Ann Southall

Ann Southall
Agency Procurement Official
Manager, Purchasing 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: _____

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	
IS THIS FOR:			
<input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> 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/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

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/Y Y	To MM/Y Y	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone
No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____