REQUEST FOR BID/PROPOSALS

RFP# 2020-04 REPOST

DEMOLITION OF ASBESTOS CONTAMINATED SPRINGDALE APARTMENTS PROJECT

ISSUED BY:

Phillips Community College of the University of Arkansas
P.O. Box 785
Helena, AR 72342

PROPOSAL SUBMISSION DEADLINE DATE & TIME:
DATE: Monday – August 10, 2020
TIME: 11:00 AM, CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

Phillips Community College of the University of Arkansas
REQUEST FOR BID/PROPOSALS
RFP#: 2020-04 REPOST

Submit response:

Phillips Community College of the University of Arkansas
ATTN: Gail Correro
Purchasing Department
P.O. Box 785
Helena, AR 72342
Phone (870) 338-6474

NOTE: This is a sealed request for qualifications and may NOT be faxed or e-mailed. Follow instructions contained within this document for proper instructions and return response.

Due date for responses to be received:
Monday – August 10, 2020 at 11:00 AM CST

Company Name: _____

Name (Type or print): _____

Title: _____

Address: _____

_____

E-Mail Address: _____

Phone Number: _____

Business Designation (Check one): _____Individual _____ Sole Proprietor
_____Partnership _____ Public Service
_____Corporation _____Government/
Non-Profit

BID ENVELOPE MUST BE: 1) SEALED; 2) PROPERLY MARKED WITH BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS; AND 3) RECEIVED BY PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS BEFORE THE BID OPENING TIME AND DATE IN ORDER TO BE ACCEPTED.

Demolition of Asbestos Contaminated Springdale Apartments Project

Project Owner:

Phillips Community College
1000 Campus Drive
Helena, AR 72342

Project Address:

1445 Springdale Road
Helena, AR, 72342

PCCUA seeks an ADEQ certified Asbestos Abatement Contractor to furnish all labor and equipment required to complete the scope of work described below.

Scope of work:

- **Demolition:**
  - Demolition of both asbestos contaminated apartment buildings down to the slab, this includes removing, packaging, transporting and disposing of asbestos contaminated building debris, and any additional items or debris on the work site.
  - Provide water source to keep debris moist.
  - When finished, all debris should be removed from the entire site, only remaining should be the building slabs and parking area.

- **Documentation:**
  - Provide and submit all required ADEQ notices, documentation, and reports.
  - Provide OSHA compliant air monitoring to eliminate any airborne fibers.



Note: Building on the right has also burned significantly since this photograph was taken.











Timeline

PCCUA would like to begin this project upon award and satisfactory completion of all bonding and insurance requirements.

Technical Requirements

The selected vendor will be responsible for compliance with all ADEQ rules and regulations and for securing all required bonds and insurance as necessary.

Selection Process

Proposals shall be evaluated based on the requirements set forth in this RFP. Selection of the vendor will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with one firm following this process.

The Vendor will be selected on the basis of the proposal submitted when all factors are considered, which will include, but are not limited to, the Minimum Qualifications listed within this RFP, references, price, past performance, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items. Phillips Community College of the University of Arkansas will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.

If for any reason none of the received proposals are considered reasonable, the College may re-advertise for proposals, negotiate an alternate service agreement or complete any other action consistent with Arkansas Procurement Laws. PCCUA reserves the right to reject any or all proposals and, in particular, any proposals not containing the complete data requested. PCCUA reserves the right to waive any irregularity in any proposal received. Proposal should be submitted initially on the Participant's most favorable terms.

Proposal Copies and Identification

Vendors should submit one original of the written proposal. All documentation submitted with the proposal should be bound in the original volume.

The Vendor should note on the envelope or wrapping containing the proposal, the Proposal Notice Number specified in the RFP (**RFP# 2020-04**) and the opening date and time. Response envelopes should indicate the name of the Vendor. Proposals in response to this RFP are formal proposals and must be

received in sealed packaging. Proposals should not be hand delivered *unsealed* as they will not be considered.

All technical questions concerning this RFP should be in written form, reference the proposal number RFP# 2020-04 in the subject line, and directed to:

David Dunigan
Maintenance Director
(870) 816-1350
Email: ddunigan@pccua.edu

All questions concerning this RFP should be in written form and reference the proposal number RFP# 2020-04 in the subject line.

A copy of the asbestos inspection report will be provided only to qualified, interested parties upon request.

Principal Point of Contact

Stan Sullivant
Vice Chancellor for Finance and Administration
Phillips Community College University of Arkansas
P.O. Box 785
Helena, AR 72342
ssullivant@pccua.edu

Please submit all sealed proposals to the address provided above by 11:00 AM (Central time), August 10, 2020. Proposals will be reviewed as received and a decision will be made after the close of the bidding process. No phone calls please.

LIST OF ATTACHMENTS

- PCCUA Standard Terms and Conditions
- APPENDIX A – Non-Collusive Certificate
- APPENDIX B – Equal Employment Opportunity Policy
- APPENDIX C - Contract and Grant Disclosure and Certification Form
- APPENDIX D – Illegal Immigrant Disclosure
- APPENDIX E – Israel Boycott Certification

PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS
STANDARD TERMS AND CONDITIONS (RFQ, RFP, OR BID)

1. GENERAL: Any Special Terms and Conditions included in an Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into, if any, or all parts of the bid are accepted by Phillips Community College of the University of Arkansas, hereafter called the College or PCCUA.

2. ACCEPTANCE AND REJECTIONS: Phillips Community College of the University of Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the College and the State of Arkansas. The Invitation for Bid does not in any way commit PCCUA to contract for the commodities/services listed herein.

3. BID SUBMISSION: Bids must be submitted to the Purchasing Department on the Bid form with attachments, when appropriate, on or before the date and time specified for the bid opening. If the bid form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances. All bids must be in a sealed envelope. We will not accept faxed or emailed bid submissions.

4. SIGNATURE: Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.

5. PRICES: Bid pricing on the unit price to include FOB destination to PCCUA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Initiation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discounts from List" bids are not acceptable unless requested in the Initiation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.

6. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the College. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The College may order more or less than the estimated quantity on any "term" contract.

7. BRAND NAME REFERNECES: Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation 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 the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

8. GUARANTY: All items 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. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, 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 for which it was furnished. 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 minimum of one year from the date of delivery, unless otherwise specified herein.

9. SAMPLES: Samples, or demonstrators, when requested, must be furnished free of expense to the College. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder expense. Each sample should be marked with the bidder's name, address, bid number and item number.

10. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:
Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

11. AMENDMENTS: The bid documents cannot be altered or amended after the bid opening except as permitted by regulations.

12. TAXES AND TRADE DISCOUNTS: Do not include state sales tax. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

13. AWARD: Any contract, as the result of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The College reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the College. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE: Firm Contract**: A written College Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order. **Term Contacts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) is only authorized by the receipt of a PCCUA Purchase Order by the Contractor.

14. TERM OF CONTRACT: The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

15. DELIVERY ON CONTRACTS: The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The PCCUA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the College reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

16. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval of PCCUA Procurement Services. Delivery shall be made during the normal College work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained from PCCUA. Packing memoranda shall be enclosed with each shipment.

17. DEFAULT: All commodities furnished will be subject to inspections and acceptance of the College after delivery. Backorders, default in promised delivery, or failure to meet original specifications of the order will authorize PCCUA Procurement Services to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

18. VARIATION IN QUANITY: The College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on College contracts.

19. COLLEGE/STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the College/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

20. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the College harmless from claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

21. INVOICING: The contractor shall be paid upon the completion of all the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the College. Invoices must be sent to PCCUA, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

22. ASSIGNMENT: Any contract entered into pursuant to any contract issued by the College is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

23. LACK OF FUNDS: The College may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The college will return any delivered but unpaid for commodities in normal conditions to the contractor. If the College is unable to return the commodities in normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

24. DISCRIMINATION: In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employment practices, the bidder/contactor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation; (c) the bidder/contractor 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/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

25. ETHICS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a College/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the College.

26. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract, executed by PCCUA which exceeds $25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the College under the provisions of existing law. The Contract and Grant Disclosure Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

27. ANTITRUST: As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the College/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this College.

28. ARKANSAS TECHNOLOGY ACCESS CLAUSE: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of 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 PCCUA that the technology provided to PCCUA 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 by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, an 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 accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and 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.

29. CANCELLATION: Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the College to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in price during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the College does not relieve the contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the College.

30. ALTERATION OF ORIGINAL RFQ/RFP DOCUMENT: The original written or electronic language of the RFQ/RFP shall not be changed or altered, except by approved written addendum issued by PCCUA. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

31. SOVERIGN IMMUNITY: Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Phillips Community College of the University of Arkansas.

APPENDIX A

NON-COLLUSIVE CERTIFICATE

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this request has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service, or cost with any other Vendor(s) or with any competitor;

2. No attempt has been made or will be made by Vendor to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and:

3. No employee, agent or consultant of Phillips Community College of the University of Arkansas has received or will receive any payment of any other form of compensation from Vendor as a result of award or an agreement or promise of award to Vendor.

NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY: _____

DATE: _____

APPENDIX B

PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS
Purchasing Office

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 PCCUA Purchasing Office 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 Office at 870-338-6474, ext. 1232.

Thank you.
Purchasing

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TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

_____ EEO Policy attached

_____ EEO Policy previously submitted to PCCUA Purchasing Department

_____ EEO Policy is not available

_____
Name of Company or Person

_____
Signature

_____
Name (printed or typed)

_____
Title

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** ---- ☐ **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							
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 [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								
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.____

APPENDIX D

Phillips Community College of the University of Arkansas
Purchasing Office

Illegal Immigrant Certification Form

Act 157 of 2007 of the Arkansas Regular Legislative Session **require**s 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/tss/immigrant/index.php/user/welcome
Click: Submit Disclosure Form
(No password is needed)

Print screen-shot of certification and attach to this form.

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a Contractor who has not so certified.

If you have any questions, please contact the Purchasing Office at 870-338-6474, ext. 1232.

Thank you.

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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 be 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: _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: _____

Signature must be hand written, in ink

Date: _____