

INVITATION TO BID (IFB)
 SOUTH ARKANSAS COLLEGE
 334 WEST HILLSBORO ST
 EL DORADO, ARKANSAS 71730
 TELEPHONE: 870.864.7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE ON ENVELOPE CONTAINING BID

BID #: SAC-IFB-2526-001 ISSUED: August 14, 2025
BID OPENING: Thursday, September 4, 2025 2:00 pm c.s.t.

BID OPENING LOCATION: South Arkansas College
Facility Building Conference Room
334 W Hillsboro, El Dorado, AR 71730

FOR: F.O.B.

TO THE VENDOR ADDRESSED:

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

Item	Quantity	Description	Unit Price	Total
		SEE ATTACHED DESCRIPTION OF THE PORTABLE PROGRAMMABLE LOGIC CONTROLLER (PLC) LEARNING SYSTEM AND (USE ADDITIONAL PAGES, IF NECESSARY)		
		INCLUDE INDIVIDUALLY: UNIT PRICE TAX SHIPPING/HANDLING WARRANTIES INSTALLATION EXPENSE OTHER		

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

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UNSIGNED BIDS WILL NOT BE CONSIDERED

RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COLLEGE

ATTN: ALLISON DOLDEN, PROCUREMENT MANAGER

334 WEST HILLSBORO STREET

EL DORADO, AR 71730

FINAL DEADLINE TO ACCEPT BIDS:

2:00 pm, cst

Thursday, September 4, 2025

Owner Contact Information:

Allison Dolden, Procurement Manager

870.864.7162 (o) aedolden@southark.edu

General Information

The following is an Invitation for Bid for Portable PLC Learning System. The PLC learning System (workstation) shall be designed to teach modern PLC systems as they are used in the industry today. It shall be able to provide both basic and advanced applications using the Allen-Bradley L16ER 5370 PLC and the Studio 5000 Mini (for Education) PLC Programming Software.

Please specifications on page 4 for further detailed information.

The College will accept sealed proposals until 2:00 pm., CST on Thursday, September 4, 2025. All vendors should provide a complete bid packet including all items listed on the required documentation list (included in this IFB). Bids should be delivered in a clearly identified sealed opaque envelope. Vendors are invited to attend bid opening. Responses must be submitted on the bid form included in the exact format given in order to be accepted.

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

Bids must be signed in ink by an official authorized to bind the bidder to the proposal. If the vendor submits standard terms and conditions with the bid, and if any section of those terms is 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.

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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 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 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 reject any-and-all bids contingent upon available funds.

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

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

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

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

ALL PRODUCTS AND ANY COMPONENTS SHOULD BE DELIVERED AND FULLY INSTALLED AT THE COLLEGE ON OR BEFORE **June 15, 2026**. If this date is unattainable, reasonable proposals for production time, delivery delays will be considered. A request for extension should be added to bid response.

Bid Form for Portable PLC Learning System

SPECIFICATIONS:

The PLC workstations should, at minimum, contain the following components and should be these specific products or a closely approved comparable product:

Three (3) each - Amatrol Model # 990-PABCL1F

Portable PLC Troubleshooting Learning System – AB CompactLogix

Includes:

- (1) Allen-Bradley L16 Processor
- (1) Fault Insertion System and Software
- (16) 24 VDC Digital Inputs; Digital Outputs
- (1) HMI Panel
- (1) 24 VDC Power Supply
- (1) Built-in Power Supply
- (1) I/O Simulator Console
- (1) Application Panel
- (1) Mobile Carrying Case with Workstation Mounting Panel
- (1) USB Cable
- (1) N40087 Student Curriculum-Interactive PC-Based Multimedia
- (1) C40087 Instructor's Guide
- (1) K40087 Instructor's Resource Print CD
- (1) S40087 Supplemental Disk
- (1) D40087 Installation Guide
- (1) H40087 Student Reference Curriculum

Each workstation, at a minimum, should contain the following operational components:

- Two (2) Double-acting Pneumatic Cylinders
- Two (2) Control Valves
- Potentiometer
- Variable Speed Drive
- External I/O interface
- Thermostatic Temperature Control
- Emergency Stop Button

Each workstation should, at a minimum, contain the following functions:

- Programmable Controller Operation
- PLC Ethernet Communication
- Basic PLC Program Instructions
- PLC Event Sequencing
- PLC Counter Instructions
- HMI Ethernet Operation
- Component and Systems Troubleshooting

Three (3) each - Studio 5000 Mini (For Education) PLC Programming Software w/Seat License

Studio 5000 Logix Designer software for A-B CompactLogix PLC's to allow off-line/on-line programming of ladder diagrams. Includes (1) Seat License.

Please be sure to list pricing according to breakdown on page one (1).

TOTAL COST TO SOUTHARK

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Submitted by:

Bidder: _____

Title: _____

Date: _____

All bid documents should be addressed and delivered to:

Allison Dolden
Procurement Manager
South Arkansas College
334 West Hillsboro St.
El Dorado, AR 71730

Required Documentation to be Submitted with Bid

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

Proposal Packet

SUBMITTAL CHECKLIST

- ┆ Signed Cost Response
- ┆ Include required documents below
- ┆ Signed addenda, if applicable
- ┆ Shipped to arrive at Procurement Office by **September 4, 2025 2:00 pm**

The following three (3) documents will be required prior to award of contract and may be included in IFB response.

1. [EEOC Policy Statement](#)
2. [Combined Certifications for Contracting with the State of Arkansas](#)
3. [Disclosure Required by Executive Order 98-04](#)

Send:

One original hard copy

One electronic copy on flash drive.

Include one electronic copy on flash drive with all proprietary information redacted.

Mail sealed response to

Allison Dolden at the below address

South Arkansas College
334 W Hillsboro St
El Dorado, AR 71730

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

TERMS AND CONDITIONS (CONTI8NUED)

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

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the South Ark Procurement Official. Delivery shall be made during work hour only 8:00 am to 4:00 pm Monday thru Thursday and 8:00 am to 11:00 am on Fridays. Packing memorandum shall be enclosed with each shipment.
15. **DEFAULT:** All commodities purchased will be subject to inspection and acceptance of South Arkansas College Office of Procurement after delivery
16. **VARIATION IN QUANTITY:** South Arkansas College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
17. **INVOICING:** Contractor shall submit an original copy of an itemized invoice showing bid number and purchase order number. Invoices must be sent to the South Arkansas College Procurement Office. Under normal conditions, vendor can expect payment in ten (10) to fifteen (15) working days after South Arkansas College is in receipt of the invoice and items ordered.
18. **SOUTH ARKANSAS COLLEGE PROPERTY:** Any specifications, drawings, technical information, dies cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of SouthArk and shall be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to SouthArk Procurement Office, properly identifying what is being returned.
19. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
20. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and SouthArk have the right to pursue any other remedy permitted by law or in equity.
21. **LACK OF FUNDS:** South Arkansas 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 College. If South Arkansas College is unable to return the commodities in normal conditions and there are no funds legally available to pay for the goods, the vendor may file a claim with the Arkansas Claims Commission. If the vendor has provided services and there are no longer funds legally available to pay for services, the contractor may file a claim.
22. **SOVERIGN IMMUNITY:** Nothing in this agreement shall be constructed to waive the sovereign immunity of the State of Arkansas of any entity thereof, including South Arkansas College.
23. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM:** The failure of any individual or entity to disclose as required under any term of executive order 98 04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party, failing to disclose or in violation, to all legal remedies available to the Agency under the provisions of the existing law.
24. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

TERMS AND CONDITIONS (CONTINUED)

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of: Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means; Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means; Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact; Integrating into networks used to share communications among employees, program participants, and the public; and Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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

ATTENTION BIDDERS:

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

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

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

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

Thanks,

Allison Dolden
Procurement Manager

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)



COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. Illegal Immigrant Restriction: For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. Scrutinized Company Restriction: Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: _____

Vendor Signature

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:			
TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/> Both?
YOUR LAST NAME:	FIRST NAME:	M.I.:	
ADDRESS:			
CITY:	STATE:	ZIP CODE: ---	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

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.]	
	Curre nt	Forme r		From MM/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

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 procurement policies or influence the management of the entity.

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

None of the above applies

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

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

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

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

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

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

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

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