UNIVERSITY OF ARKANSAS GRANTHAM

# REQUEST FOR PROPOSAL
## STANDARD TERMS AND CONDITIONS

**RFP No. 27004**

**SUBMIT PROPOSALS TO:**

Noel Johnson
Director of Procurement
University of Arkansas System
2404 N. University Ave.
Little Rock, AR 72207

Procurement Official: **Noel Johnson**

Proposal Due Date: **December 15, 2026**

**Time: 2:30 PM CST**

RFP Description: **Digital Marketing Services**

**Company Name:** _____

**Address:** _____

_____

_____

**City:** _____

**State/Zip Code:** _____

**Phone:** _____

**Fax:** _____

**EMail:** _____

**Web Site:** _____

**SIGNATURE REQUIRED FOR RESPONSE**

**THIS OFFICIAL SHEET MUST BE SIGNED AND RECEIVED IN A SEALED PACKAGE ALONG WITH THE PROPOSAL. COMPANY NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR THE PROPOSAL TO BE ACCEPTED.**

**NOTE: Formal Proposals are NOT accepted by fax or email. All proposal submissions must be received and accepted by the Purchasing Office no later than the date and time designated on the official RFP, unless otherwise stated by the Procurement Official.**

**NOTE:** The above listed date and time is the LATEST proposals will be accepted. ANY Proposals received after that time will NOT be considered.

**NOTE:** In accordance with Arkansas Code Annotated § 19-61-802, any State public procurement unit may participate in any contract resulting from this solicitation upon approval by the issuing agency and with a participating addendum signed by the contractor.

**The undersigned agrees to furnish the items and/or services listed herein at the prices and/or under the conditions indicated in the official RFP Document. Acceptable signatures are ink or electronic.**

Name (Type or Print): _____ Title: _____

Signature: _____ Date: _____

## STANDARD TERMS AND CONDITIONS

1. **PREPARATION OF PROPOSALS**

   1.1 Failure to examine any drawings, specifications, and instructions will be at Offeror's risk.

2. **SUBMISSION OF PROPOSALS**

   2.1 Proposals, modifications or corrections thereof received after the closing time specified will not be considered.

3. **ACCEPTANCE OF PROPOSALS**

   3.1 The University reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive any informality, and to make an award that best serves the interest of the University.

   3.2 If a Offeror fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

4. **ERROR IN PROPOSAL**

   4.1 In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered or amended after the specified time for opening proposals.

5. **AWARD**

   5.1 Contracts and purchases will be made or entered into with the Offerors(s) whose proposal(s) is/are determined to be the most advantageous to the University considering price and evaluation factors set forth in the RFP.

   5.2 A written purchase order or contract award mailed, or otherwise furnished, to the successful Offeror within the time of acceptance as specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the Offeror in whole or part without the written consent of the University.

6. **WAIVER**

   6.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given to deliberately favor any single Offeror and would have the same effect on all Offerors.

7. **ADDENDA**

   7.1 Addenda modifying plans and/or specifications may be issued in accordance with the projected timeline in the RFP.

   7.2 Only written addenda is part of the RFP and should be considered.

8. **PROPOSAL OPENINGS**

   8.1 The proposal opening event will be conducted open to the public. No award will be made. Only names of Offerors and a preliminary determination of proposal responsiveness will be made.

9. **PAYMENT INSTRUCTIONS**

   9.1 Contractor agrees that while making payments UA is entitled to rely on information contained in written or electronic communications that UA reasonably believes have been transmitted or authorized by contractor. Contractor shall hold UAS harmless against any loss or damage related to or arising from UAS's reliance on such communication.

   Contractor shall submit a single, itemized monthly invoice for all services rendered and approved expenses incurred during a calendar month no later than the fifteenth (15th) calendar day of the following calendar month. For the final month of the State fiscal year (June), Contractor shall submit its final invoice no later than July 10th so the University may close its fiscal year books. Timely submission of a complete and accurate invoice in accordance with this Section is an express condition precedent to the University's payment obligation.

   Subject to receipt of a complete, accurate, and undisputed invoice and the University's acceptance of the services, the Agency shall pay undisputed amounts within thirty (30) calendar days of the invoice receipt date ("Net 30"). If an invoice contains errors or lacks required documentation, the University will notify Contractor, and the 30-day payment period will not begin until a corrected invoice is received.

   The University shall not be liable for any interest, late fees, finance charges, or penalties on any payment, except strictly as expressly permitted by Arkansas Code Annotated § 19-11-224 and the rules of the Office of State Procurement (which prohibit any late charges unless incurred more than sixty (60) days after the payment due date).

**ALL PROPOSALS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE RFP PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL OFFERORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.**

**General Campus Background for University of Arkansas System**
The University of Arkansas System ("UAS" or "University") is composed of 21 campuses, divisions and units across Arkansas and includes the state's 1871 flagship, land-grant research university at Fayetteville; UAMS, Arkansas's premier institution for medical education, treatment and research; a major metropolitan university; an 1890 land-grant university; two regional universities serving southern and western Arkansas; eight community colleges; two schools of law; a presidential school; a residential math and science high school; a 100 percent online university and divisions of agriculture, archeology and criminal justice. A full listing can be found at https://www.uasys.edu/campuses-units/.

**REQUIRED**
**Offerors must submit one (1) signed original hard copy and two (2) soft copies of their Proposal (i.e., USB Flash Drive). USBs must match hard copy completely.**

**Additional Redacted Copy**
It is the responsibility of Offeror to identify any and all proprietary information included in its proposal that it believes is not a public record under the Arkansas Freedom of Information Act ("FOIA"). **Offeror may submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY").** The redacted copy shall reflect the same pagination as the original, show the empty space from which information was redacted, and submitted on a USB flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the proposal to be considered. Offeror is responsible for ensuring the redacted copy on a flash drive is protected against restoration of redacted data. The redacted copy shall presumed to be open to public inspection under FOIA without further notice to Offeror **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the Offeror is subject to disclosure under FOIA, the Offeror will be contacted prior to release of the information.

**IMPORTANT:** Offerors must address each of the requirements of the RFP which is in the format of a Request for Proposal. Offeror's required responses should contain sufficient information and detail for the University to further evaluate the merit of the response. Failure to respond in this format may result in disqualification of the proposal.

**IMPORTANT:** Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on the UA Grantham bid solicitation website: https://www.uagrantham.edu/request-for-proposal-1/ for interested firms, companies, individuals to review. It is the responsibility of all parties to review the University official bid website to be informed of all important information specific to the solicitation.

**Proprietary Information**
Proprietary information submitted in response to this RFP will be processed in accordance with applicable UAS procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to the proposal opening as defined by the FOIA. Offeror is hereby cautioned that any part of its proposal that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution**: Offerors should not attempt to mark the entire proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. Costs and pricing terms are not considered as proprietary.

**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 a state 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.

**Disclosure**

**A. Contract and Grant Disclosure**

Disclosure is a condition of the resulting contract and UAS cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Offeror's business, Offeror must state so in writing.

**B. Conflict of Interest Form**

If Offeror has an actual or perceived existing conflict of interest, Offeror shall complete the Conflict of Interest Form and submit with its proposal. It is the responsibility of Offeror desiring to be considered for an award to complete and return this form, along with the Contract and Grant Disclosure and Certification Form. The purpose of these forms is to give Offeror an opportunity to disclose any actual or perceived conflicts of interest. The determination of UAG regarding any questions of conflict of interest shall be final.

**Compliance with Digital Accessibility Standards**

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 Ark. Code Ann. § 25-26-201 et seq., 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. Contractor 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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: (a) Providing, to the extent required by Ark. Code Ann. § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means; (b) Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; (c) After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; (d) 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; (e) Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact; (f) Integrating into networks used to share communications among employees, program participants, and the public; and (g) 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 does not completely meet these standards, Offeror must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably 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, including any required reasonable accommodations.

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 Ark. Code Ann. § 25-26-201 et seq., 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, 2019.

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.

All State of Arkansas electronic and information technology purchases must be accessible as specified by Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here:
67270ffc-91e8-4812-9481-8067621f24fd.docx

Note: All Offerors should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the RFP solicitation. Our expectation is that the Offeror will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the Offeror to make that notation and explain why in the "Comments" column. The notation can be as simple as "Not a telecommunications or technology product."

Please note here if a Voluntary Product Accessibility Template (VPAT) form **IS or IS NOT INCLUDED** with this RFP response. _____.

**Failure to include the Voluntary Product Accessibility Template (VPAT) form (if applicable) could result in proposal disqualification.**

**University of Arkansas Logo / Trademark Licensing**
Merchandise that carries a University logo or trademark must be purchased from suppliers that are licensed through the Collegiate Licensing Corporation. Therefore, Offerors are required to be currently licensed to carry the University of Arkansas logo in order to be eligible to submit Proposals for those requests that involve the University of Arkansas logo or trademark.

**Non-Discrimination and Affirmative Action**
Offeror agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

**a.** Consistent with Ark. Code Ann. § 25-17-101, the Offeror agrees as follows: (a) the Offeror will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the Offeror will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the Offeror to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the Offeror will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Offeror.

**b.** The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race,

color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

**Performance Timeline**
Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from the University that the contract has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later.

**Contractor Certifications**
Contractor shall comply with all Arkansas laws applicable to the contractor's performance under the contract including, but not limited to, the following:

**Restriction of Boycott of Energy, Fossil Fuels, Firearms and Ammunitions Industries**
In accordance with Ark. Code Ann. § 25-1-1102, Offeror certifies to UAS that Offeror: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries; and (b) agrees for the duration of any contract not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A); (ii) an agreement with a total potential value of less than $75,000; or (iii) a contract under which the contractor's price for the goods or services is at least 20% less than the lowest certifying business.

**Certification of Non-Scrutinized Company**
In accordance with Ark. Code Ann. § 25-1-1203, Offeror certifies that the government of the People's Republic of China ("PRC") does not wholly own the Offeror or hold a majority interest in the Offeror. Offeror further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary or affiliate of bidder, or in a subcontractor to be employed by Offeror.

**Prohibition Against the Boycott of Israel**
In accordance with Ark. Code Ann. § 25-1-503, Offeror hereby certifies to UAS that Offeror: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event Offeror breaches this certification, UAS may immediately terminate any contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**Prohibition Against Contingent Fees**
In accordance with Arkansas Code Annotated § 19-64-205, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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.

**Processing of Personal Data – European Union General Data Protection Regulations**
With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU's General Data Protection Regulations ("GDPR"). The parties have or will specify the subject matter and duration of the processing; the nature and purpose of the processing; and the type of personal data and categories of data subject. Offeror (Processor) will only act on the written instruction of the University (Controller) and will assist the University in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights. Offeror will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of the University and under a written contract. Offeror consents to audits and inspections as necessary to ensure compliance with these provisions. Offeror shall return, or, at the University's discretion, delete all personal data obtained from the University

(and any copies thereof) at the end of the contract and submit whatever information the University needs to ensure that both parties are meeting their GDPR Article 28 obligations.

**Dun and Bradstreet DUNS Number**

We highly encourage all Offerors to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine-digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at: http://www.dnb.com/

If available, please provide your Dun and Bradstreet DUNS Number below:

_____

**EQUAL OPPORTUNITY POLICY REQUIREMENT**
**FOR CONTRACTORS**

Pursuant to Arkansas Code Annotated § 19-60-104, any prospective contractor who is responding to a formal bid request, request for qualifications, or negotiating a contract with the state for professional, technical, or general services, must submit their most current equal opportunity policy (EEO Policy). This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is $25,000 or greater. If contractor does not have an established EEO Policy, please indicate this fact in your response below.

This is a mandatory response requirement when submitting a formal proposal or entering a service contract as outlined above. Submit this completed and signed form, and associated attachments, with your proposal or contract.

**Instructions:**
Please check the appropriate statement below:

☐ **Current EEO Policy Attached.**

☐ **EEO Policy Not Established.**

| | |
|---|---|
| Contractor Name | |
| Mailing Address | |
| City, State & Zip | |
| Contractor Signature | |
| Name & Title | |
| 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 § 19-60-105.

**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 a 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: N/A Description: RFP No. 27004

Agency Name: University of Arkansas Grantham

Vendor Number: N/A Vendor Name: _____

_____ _____
Vendor Signature Date

## CONFLICT OF INTEREST FORM

For any Request for Proposal ("RFP") that requires the submission of this form, it is the responsibility of a Offeror desiring to be considered for an award to complete and return this form, along with the attached Contract and Grant Disclosure and Certification Form (together the "Forms"), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Offerors an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas System ("University") regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Offeror being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Offeror, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Offeror from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Offeror is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Offeror's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Offeror or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Offeror or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an "affiliate" is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Offeror or has at least one common owner or shareholder with the Offeror.

Each Offeror must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Offeror.

| Name | Relationship | Description |
|---|---|---|
| | | |
| | | |
| | | |

*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature_____ Title_____

Name_____ Date_____

Contact Person_____ Title_____

Phone Number_____ Email Address_____

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

**SUBCONTRACTOR:** ☐ **Yes** ☐ **No**

**SUBCONTRACTOR NAME:**

**TAXPAYER ID NAME:**

IS THIS FOR: ☐ **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._____