



**UNIVERSITY OF CENTRAL ARKANSAS**  
**PROCUREMENT OFFICE**  
201 Donaghey Avenue AVENUE  
WINGO HALL STE. 113  
CONWAY, AR 72035

**Invitation for Bids**  
**#UCA-26-008**

**Termite and Pest Control Services**

**BIDS MUST BE RECEIVED BEFORE:**  
**9:00 A.M. Central Time on Wednesday, June 18, 2025**

**Bid Delivery and Opening Location**

**University of Central Arkansas**  
**Attention: Pam Gible**  
**Procurement Department**  
**201 Donaghey Avenue Ave.**  
**Wingo 113**  
**Conway, AR 72035**

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED  
ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE  
PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND COMPANY'S  
RETURN ADDRESS

## **INSTRUCTIONS TO BIDDERS**

**Bid Due Date & Submission:** The deadline for receipt of bid is no later than 9:00 a.m. (CST) June 18, 2025. **Addendum or amendments, if any, shall be signed, dated and included with the respondent's bid submission. Failure to do so may be cause for the rejection of the bid.**

### **Issuing Officer:**

Pam Gibley, Construction and Contract Manager  
Phone: (501) 450-3156  
Email: [pgibley@uca.edu](mailto:pgibley@uca.edu)

### **Contract Administrator:**

Jared Washam, Administrative Specialist III  
Phone: (501) 450-5839  
Email: [jwasham@uca.edu](mailto:jwasham@uca.edu)

### **Anticipated Procurement Timeline:**

The timeline below is to be followed by all parties. The University of Central Arkansas reserves the right to change or modify the dates below as necessary:

	Date
Invitation for Bid Released:	6/4/2025
<b>BIDS Due</b>	6/18/2025 at 9:00 A.M.CST
Contract Start Date	7/1/2025

### **Protest of Award**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

### **Payment and Invoice Provisions**

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

## **Intergovernmental/Cooperative Use of Bid and Contract**

In accordance with Arkansas Code §19-11-249, this bid and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected bidder, and the bidder agrees, they may enter into an agreement as provided in this IFB.

### **Purpose**

The **University of Central Arkansas (UCA)** is soliciting bids from qualified vendors for Termite and Pest Control Services across the campus. All locations are currently being treated with termite services. The goal of the university is to have one contract for all locations.

### **About the Project**

The vendor will be required to:

- Conduct their own site visit and initial inspection report.
- Identification of problem areas in and around the building (locations and extents of infestations, observed damage to structure or commodities, conditions conducive to infestation, harborage areas, sanitation deficiencies, avenues of potential entry).
- Address any items or factors that would impact the development of a termite treatment and pest control management program.

### **Minimum Requirements**

**Certifications:** The contractor shall provide the following:

- Certificate of Contractor General Liability Insurance, with the contracting party named as an additional insured.
- Certificate of Workers' Compensation Insurance
- A copy of the pesticide applicators' license(s)
- Listing of any violations of state pesticide regulations or pest management regulations within the past three years.
- Description of in-house training program for firm employees.
- Description of in-house health & safety program.

**Commitments:** The contractor must commit to providing qualified, professional termite and pest control management personnel who:

- Will not distribute or sell pesticide products to faculty or staff.
  - Will not store any pesticide product in the buildings specified in this contract.
  - Understand current practices in this field and have experience providing pest control services in a school / public environment.
  - Conduct themselves in a professional manner, with minimal noise and disruption.
  - Cooperate with the building occupants to assure the progress of this work.
  - Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services.
  - Wear a distinctive uniform that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner while working in UCA properties.
  - Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
  - Use only contractor vehicles easily identified.
  - Observe all safety precautions throughout the performance of this contract.
- Certain areas within some buildings may require special instructions for persons entering these areas.
- Will comply with all government regulations as are applicable during the time spent on university property.
  - Obtain building passes, if needed, as supplied by the UCA staff or appropriate building manager; and
  - Take all necessary precautions to ensure student and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

### **SCOPE OF WORK**

1. **Monitoring.** Begin with a property-wide inspection and monitoring, using both monitoring devices and visual inspection.

A. **Management objectives:** For purposes of this bid the focus is for termite.

B. **Communication and accountability system:** Designate contact people and alternates at both the facility and the contractor's company. Establish a location for the pest activity log book(s) at the facility. Set up a procedure for the contractor to report maintenance or pest prevention needs to appropriate staff at the facility.

C. **Schedule of service:** Describe the expected schedule and duration of service visits required to meet management objectives. Except as otherwise agreed upon, all work at properties under this contract should be performed between 8:00 a.m. and 4:30 p.m., Monday through Friday, and should not interfere with daily UCA operations.

2. **Service Units.** Treatments should be scaled to the type and level of infestation and priced accordingly.

A. **Focus units:** Units that are infested (henceforth referred to as Focus Units) shall be serviced at least monthly until the infestation is gone. Once termite-free, the focus unit will be removed from the monthly service list and inspected routinely.

B. **Call-back service:** Conduct follow-up inspection in response to staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the university. Call-back service required by the university due to contractor negligence will be at no charge.

C. **Log Book:** The Contractor shall be responsible for maintaining a complete and accurate Termite Treatment and Management Log Book at each facility that is served under the contract. The Log Book shall be updated at each visit by the Contractor. If the facility lacks a log book, the Contractor is responsible for providing one.

The Log Book shall contain at minimum the following items:

- A list of pesticides used, including copies of sample labels and material safety data sheets (MSDS). All pest control products must be registered by the U.S. EPA for residential use and must be applied according to the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations.
- A pest sighting log where new work orders and a Focus Unit list is updated.

### **Contract Term**

The contract award will be a one-year term contract with the option to renew in one-year increments not to exceed a total of seven years. If, at any time during the term of this contract either the University or the contractor considers terminating the agreement, they shall give the other party a 60-day written notice that it is considering such action.

## Certificate of Insurance Requirements

The vendor shall procure and maintain insurance at all times when it performs any portion of the agreement. The following insurance with minimum limits equal to the amount indicated below:

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limits

- [Rules of Procurement](#) can be found [here](#).
- [UCA Standard Terms and Conditions](#) can be found [here](#).

## **UCA RIDER**

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

*(1) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature."*

*(2) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:*

*(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;*

*(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;*

*(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.*

*UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.*

*Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA."*

*(3) "The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage."*

## Attachment #1-Signature Certification Page

**Description:** Termite and Pest Control Services

**Bid Number:** UCA-26-008

**Issue Date:** June 4, 2025

**Buyer:** Pam Giblett

**Bid Opening Date:** June 18, 2025

**Bid Opening Time:** 9:00 A.M. CST

Company Name: \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: \_\_\_\_\_



### ***Attachment #2-E&G Locations***

The following is a list of locations for E&G Buildings. Note: Additional locations may be added during the term of the contract. This list is only provided for the purpose of obtaining cost.

<b>Location</b>	<b>Address</b>	<b>Est. Square Footage</b>
Snow Fine Arts	201 Donaghey Avenue Avenue Site #41	64,100
Men's Soccer	2240 Dave Ward Dr Suite Site #94	2,246
Wingo Hall	201 Donaghey Avenue Avenue Site #65	38,308
Estes Stadium	201 Donaghey Avenue Site #64	34,000
Manion	201 Donaghey Avenue #87 Building 31	38,089
Buffalo Hall	2490 Bruce Street	21,000
Old Main	201 Donaghey Avenue Site #92	61,922
Ferguson Chapel	201 Donaghey Avenue Site #68	1,588
Police Department	6 W J Sowder Drive	6,154
Softball Complex	201 Donaghey Avenue Site #114	2,529
Residence#176/ Intramural	2290 Dave Ward	3,503
Meadors Hall	201 Donaghey Avenue Site #69	14,538
Physical Plant	201 Donaghey Avenue Site #116	47,442
Residence#212	425 Augusta Ave	1,894
McCastlain Hall	201 Donaghey Avenue Site #55	37,748
College of Business	201 Donaghey Avenue Site #22	78,456
Child Study	115 Farris Road	2,998
Tennis Court	201 Donaghey Avenue Site #93	480
Harrin Hall	201 Donaghey Avenue Site #27	27,122
Irby Hall	201 Donaghey Avenue Site #32	69.362
Men's Baseball House	2401 College Avenue	3,100
Burdick	201 Donaghey Avenue Site #22	59,985
On Call House	206 Donaghey Avenue	4,250
President's House	140 Donaghey Avenue	6,186
Lewis Science Center	201 Donaghey Avenue Site #33	112,739
Schichtl	201 Donaghey Avenue Site #29	23,980
Prince Center	201 Donaghey Avenue Site #26	47,160
Farris Center	201 Donaghey Avenue Site #24	107,529
Doyne Health	201 Donaghey Avenue Site #28	57,805
Lewis Science Center	201 Donaghey Avenue	112,739
Mashburn	201 Donaghey Avenue Site # 23	80,295
McAlister	201 Donaghey Avenue Site #34	45,977

Student Success	201 Donaghey Avenue Site #63	88,648
Library	201 Donaghey Avenue Site #42	149,597
Women's Soccer BLDG	2210 Dave Ward Dr	2,766
ACRE House	405 Western Avenue	1,248
UCA- Bathroom by Soccer Field	201 Donaghey Avenue	1,543
Health Sciences	2210 Bruce Steet	83,862
Shakespeare Storage	201 Donaghey Avenue	1,200
Student Health Center	201 Donaghey Avenue	33,432
Reynolds Performance Hall	2200 Beatrice Powell Street	90,415
Gross Anatomy Lab (Doyne)	Doyne	57,805

### **Attachment 3-Housing Locations**

*The following is a list of locations for Housing Buildings. Note: Additional locations may be added during the term of the contract. This list is only provided for the purpose of obtaining cost.*

<b>Location</b>	<b>Address</b>	<b>Est. Square Footage</b>
Carmichael Hall	201 Donaghey Avenue Site 86 Building 53	56,059
Arkansas Hall	201 Donaghey Avenue Site 74 Building 51	51,375
State Hall	201 Donaghey Avenue Building 62	46,187
Residence #107	439 Western Avenue	2,184
Residence#161	1015 South Donaghey Avenue	2,253
NPHC Fraternity	2329 College Ave	4,900
Oak Tree Apts 146 A,B,C	2025 Torreyson	17,982
Baridon Hall	201 Donaghey Avenue Site #66	76,524
Residence #133	401 Augusta Ave	1,503
Christian Cafeteria	201 Donaghey Avenue Site #54	28,463
Bernard Hall	201 Donaghey Avenue Site #52/52R	77,868
Conway Hall	201 Donaghey Avenue Site #75	52,155
Hughes Hall	201 Donaghey Avenue Site #058	46,376
Residence #130	206 Donaghey Avenue	2,927
Bear Village- BLDG 10	2201 Moix Blvd BLDG 10 or I	15,508
Bear Village- BLDG 9	2201 Moix Blvd BLDG 9 or J	15,508
Bear Village- BLDG 7	2201 Moix Blvd BLDG 7 or G	15,508
Bear Village- BLDG 3	2201 Moix Blvd BLDG 3 or C	15,508
Bear Village- BLDG 8	2201 Moix Blvd BLDG 8 or H	15,508
Bear Village-BLDG 4	2201 Moix Blvd BLDG 4 Or D	15,508
Bear Village-BLDG 6	2201 Moix Blvd BLDG 6 or F	15,508
Bear Village-Office Building	2201 Moix Blvd Office BLDG	1,835
Bear Village- BLDG 1	2201 Moix Blvd BLDG 1 or A	15,508
Bear Village- BLDG 2	2201 Moix Blvd BLDG 2 or B	15,508
Bear Village- BLDG 5	2201 Moix Blvd BLDG 5 or E	15,508
Bear Village- BLDG 7	2201 Moix Blvd BLDG 7 or G	15,508
Torreyson Place Apartments	1965 Torreyson Street	13,353
Residence#189	1951 South Blvd	2,238
Elizabeth House/Guess House	120 Elizabeth Street	3,292
Erbach St Apartments BLDG B	1950 Erbach St Bldg. B	7,772
Erbach St Apartments Building C	1950 Erbach St Bldg. C	7,772
Erbach St Apartments Building D	1950 Erbach St Bldg. D	7,772
Erbach St Apartments BLDG A	1950 Erbach Street	7,772
Stadium Apartments Building 8	2400 Bruce Street	6,727
Residence#159	955 S Donaghey Avenue	1,769
Residence#160	965 S Donaghey Avenue	1,641

Greek Village Alpha, Beta, Delta, NPHC Houses	430,350,410 Donaghey/445 Augusta	23,352
House	2331 College Ave	2,720
New hall 003	201 Donaghey Avenue 03	75,116

## Attachment 4-Official Pricing Sheet

**Note: You must use this official pricing sheet or your bid will be rejected.** You must provide **hourly rates for the services described in the Scope of Work.**

Focus Units	\$	per hour
Unit Turnover Service	\$	per hour
Routine Inspection	\$	per hour
Call-Back Service: No Charge	\$ 0.00	per hour
Emergency Services	\$	per hour
Special Services	\$	per hour

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Contact Name for RFP (Type or Print): \_\_\_\_\_

Email: \_\_\_\_\_

### **FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature of Authorized Official: \_\_\_\_\_

#### NOTE:

1. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the commodities/service will be borne by the vendor.
2. The fees will include the services and requirements described in this request for bids.
3. All charges associated with the work to be performed shall be included on this Official Pricing Sheet and shall be valid for 90 days following the bid opening.
4. Failure to use the Pricing Sheet will result in the rejection of the bid.
5. UCA reserves the right to accept, reject or negotiate any bids.

## **ATTACHMENT 5- EO POLICY**

### **ATTENTION CONTRACTORS**

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

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

Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.

Effective August 2005, 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 (501) 450-3173.

Sincerely,

Cassandra McCuien-Smith, CPPO CPPB  
Director of Procurement

To be completed by business or person submitting response: (check appropriate box)

\_\_\_\_\_ EO Policy Attached

\_\_\_\_\_ EO Policy previously submitted to UCA Procurement Office

\_\_\_\_\_ EO Policy is not available from business/person (must provide a written response)

Company Name or Individual:

\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT 7

### 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 employs or contracts with an illegal immigrant. The Contractor shall certify that it does not 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 a resultant contract:

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

Contract Number: \_\_\_\_\_ Description: \_\_\_\_\_

Agency Name: University of Central Arkansas

Vendor Number: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

## ATTACHMENT 8: CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services?

☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

---

COUNTRY:

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

### FOR INDIVIDUALS\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

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

☐ None of the above applies

### FOR A VENDOR (BUSINESS)\*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

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

☐ None of the above applies



## 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\_\_\_\_\_ Agency Phone No.\_\_\_\_\_ Contract or Grant No. \_\_\_\_\_