



PURCHASING DEPARTMENT
P.O. Box 468
1410 Hwy 304 East
Pocahontas, AR 72455
(870) 248-4035 / Fax: (870) 248-4100

Lawn Care Contract
AA-13-0001
<small>Bid Number</small>
Lawn Care Services
<small>Commodity</small>
Term Contract
<small>Contract Type</small>
July 1, 2012 to June 30, 2013
<small>Delivery Date / Contract Term</small>
June 7, 2012 at 1:00 PM CST
<small>Bid Opening Date and Time</small>
BRTC - AD Bldg - Purchasing Dept
<small>Bid Opening Location</small>
<small>Authorized Representative of BRTC Vice-President of Finance, Loretta Williams</small>

CONTACT PERSON(S):
Georgia Morgan / 870-248-4035 / georgiam@blackrivertech.edu
Ronnie Walker / 870-248-4000 x 4044 / ronnie.walker@blackrivertech.org

INVOICE TO:
Black River Technical College
Attn: Purchasing Department
P.O. Box 468
Pocahontas, AR 72455

SCOPE

Black River Technical College (here after referred to as BRTC or Owner) is seeking formal, sealed, competitive bids from interested and qualified vendors for the following specified lawn care services. Lawn care services for BRTC cover a large area in NE Arkansas including the Pocahontas and Aviation campuses in Randolph County, the Fire Science campus in Lawrence County, and the Paragould campus in Greene County.

Prospective bidders should have adequate resources, manpower, licensing, and experience to perform the specified services. At a minimum, these lawn care services will include mowing, edging, mulching, tree and shrub trimming, gardening, weed, disease, and pesticide control, fertilization, trash removal and disposal, landscaping, sprinkler operation, and nursery services.

BRTC encourages all small, minorities, and women owned business enterprises to compete for, win, and receive contracts for goods, services, and construction.

BRTC reserves the right to determine if a bid meets specification guidelines and is in the best interest of the state of Arkansas and BRTC. BRTC reserves the right to reject any or all bids.

The successful bidder will supply all labor and materials as the job requires unless otherwise noted in this bid request.

BRTC requires an EEO Policy to be submitted with all bids.

SPECIFICATIONS

CONTACT INFORMATION

<http://purchasing.blackrivertech.edu/>

Georgia Morgan – Purchasing – 870-248-4035 –
georgiam@blackrivertech.edu

Ronnie Walker – Physical Plant – 870-248-4000 x 4044 –
Ronnie.walker@blackrivetech.org

ESTIMATED BID TIMELINE

EVENT	DATE
Issue Bid	May 10, 2012
Advertise	May 13, 2012
Advertise	May 20, 2012
Bidder Orientation – Pocahontas Campus	May 24, 2012 @ 9 AM
Bidder Orientation – Pocahontas Campus	May 29, 2012 @ 1 PM
Bid Opening – Pocahontas, Purchasing Dept	June 7, 2012 @ 1 PM
Bid Evaluation Period	June 7-11, 2012
Issue Intent to Award	June 11, 2012
Issue Purchase Order	June 25, 2012
Contract Begins	July 1, 2012

SUBMISSION REQUIREMENTS

Bids must be submitted on the formal competitive bid forms provided in this bid packet in a sealed package/envelope with the bid number and opening date clearly written on the outside. Bids must be **complete** with all documentation to be considered.

Bids will not be accepted by fax or e-mail.

MANDATORY BIDDER ORIENTATION

All bidders are **required** to attend a bidder orientation meeting held at 9:00 am on Thursday, May 24, 2012 or 1:00 pm on Tuesday, May 29, 2012 on the Pocahontas campus of BRTC (AD Bldg / Purchasing Dept). Bidders will allowed to visit the BRTC site(s) and familiarize themselves with all job site conditions, contract requirements, and field dimensions prior to submission of the bids. It is recommended that bid packets be examined prior to this meeting.

Questions will be addressed at this meeting and posted to the BRTC Purchasing website.

It is the responsibility of the vendor to check the BRTC Purchasing Website for notifications and addenda to ensure receipt of all changes to bid documents.

BRTC requires an EEO Policy to be submitted with all bids.

CONTRACT PERIOD

The contract resulting from this bid will begin July 1, 2012 and end June 30, 2013. This contract shall be for one year and have an option to renew for six additional – one year periods (one year at a time – July 1 to June 30) upon mutual agreement of both parties. Price increases will be considered once a year upon renewal of the contract each year after the first year.

INVOICING

Total bid price shall reflect the total amount for the project and shall be invoiced by the contractor on a monthly basis. Monthly operation reports (see sample attached) must be filed with the invoice for payment. Monthly invoices will not be paid until monthly operation reports are submitted.

CONTRACT ADMINISTRATION

Administration of this contract shall be made by the BRTC Physical Plant Director or duly appointed representative. The successful vendor will coordinate all activities through the Director. All work must meet the satisfaction of the Owner or their agents and will / shall be inspected by the Owner or their agents at any time.

The successful bidder will establish a firm schedule for recurring lawn care and landscape maintenance for each location and provide a copy to the owner or their agents. This schedule will be utilized to conduct random site checks to ensure contractor adherence to these specifications. Contractor must notify the Owner or their agents in the event that they are not able to adhere to the established schedule during any particular week. A dated log of all services performed and materials / chemicals used must be maintained and made available to the Owner or their agents in the monthly operation report.

Yearly soil testing results must be presented to the Director in a timely manner and kept on file for comparison.

Any contract resulting from this bid request shall allow for change orders and additional specific service requests during the life of the contract. Additional specific service requests must be responded to within 14 days for major change orders, but 2-3 days for minor concerns from the date of notice. Contractor shall coordinate with Owner or their agents regarding services for special events (ex: graduations, board meetings, and other special activities).

Any contract resulting from this bid request or subsequent renewals may be terminated at any time with a thirty (30) day notice by either party after attempting to negotiate any issues with arbitration.

AREAS THAT SHALL BE INCLUDED

Black River Technical College – Main Campus
1410 HWY 304 East
Pocahontas, AR 72455

Black River Technical College – Aviation Facility
2018 Hwy 67 South
Pocahontas, AR 72455

Black River Technical College – Fire Training Center
Nick Wilson Drive
Walnut Ridge, AR 72476

Black River Technical College – Paragould Campus
2402 N 12th Avenue
Paragould, AR 72451

LAWN CARE MAINTENANCE

Lawns shall be mowed once a week or more often as needed during the growing season. Highway/street right of ways and ditches shall be mowed once a week or more often as needed during the growing season.

No more than one-third (1/3) of the leaf blades shall be removed during each mowing. Mowing height shall be appropriate to the grass type and variety, but no higher than five inches. Grass clippings may be left on the lawn providing no visible clumps remain on the grass surface thirty-six (36) hours after mowing.

Mowing equipment shall be maintained to provide lawns with a smooth and well kept appearance. All trash must be removed from lawns before mowing.

Sidewalks, plant beds, and parking lots shall be edged once a week or more often as needed during the growing season. All clippings shall be removed from sidewalks, plant beds, and parking lots. All clippings, litter, or trash disposal shall be the responsibility of the contractor.

Lawns shall be treated for weed prevention before the end of March each year and then throughout the year on an as needed basis. Treatment may be manual pulling or chemical providing lawn is not

blemished.

Soil samples from lawns shall be taken once a year and tested for pH to determine fertilization needs. Contractor shall notify owner or agents of test results and any need that may be indicated. Fertilization of lawns shall be applied as needed up to four times per year. Lawns shall be aerated during early April of each year.

LANDSCAPE MAINTENANCE

Plant beds shall be treated for weed prevention before mulch installation each year by manual pulling of all weeds. Plant beds shall then be observed once a week for weed control by manual pulling.

Plants shall be trimmed and pruned before mid March each year and then throughout the year on an as needed basis.

Plants shall be observed for distress and examined for cause. Any dead plants shall be extracted. The contractor shall consult with Owner or agents regarding treatment and selection of replacement of plants. *The cost of any replacement plants or treatment agreed upon by the owner or agents shall be billed separately.*

Soil samples from beds shall be taken once a year and tested for pH to determine fertilization needs. Contractor shall notify owner or agents of test results and any need that may be indicated. Fertilization shall be applied during mulch installation and as needed thereafter up to every ten weeks.

Beds shall be observed for drainage problems, edging damage, etc. once a week or more often as needed. Contractor shall make minor repairs as necessary and notify owner or agents of any major need that may be indicated. *The cost of any major repairs agreed upon by the owner or agents shall be billed separately.*

Seasonally appropriate annuals shall be planted in all irrigated beds on the main campus year round. Contractor shall consult owner or agents on selection of plants.

Mulch shall be installed at all locations in all beds annually before the end of March. Mulch shall be restored at all locations in all beds annually before the end of September. The contractor shall consult with owner or agents regarding selection of mulch prior to installation and restoration.

Contractor shall be responsible for operating and monitoring the existing sprinkler system(s) on the main campus. The contractor shall observe the sprinkler system once a week or more often as needed for any damage or obstructions. The contractor shall consult with owner or agents regarding any repairs or alterations of the sprinkler system(s). *The cost of any changes or repairs to the sprinkler system(s) agreed upon by the owner or agents shall be billed separately.*

The contractor shall consult with owner or agents any observed needs regarding repair or improvement of plant beds at all locations as needed. *The cost of any changes or creation of plant beds shall be billed separately.*

INSECT / DISEASE CONTROL

The contractor shall inspect lawns and beds once a week or more often as needed for infestation or disease. The contractor shall consult with owner or agents of any need for chemical control. The cost of any treatments agreed upon by the owner or agents shall be billed separately. Application of chemical treatment billed shall be on a 1000 sq. ft. basis.

The contractor shall obtain and display a valid BRTC parking permit in all vehicles while operating on BRTC campuses. All vehicles shall be operated in accordance with BRTC parking policy. No vehicle should block or impeded traffic on any BRTC campus at any time.

ADDITIONAL CONTRACT REQUIREMENTS

- 1) a written guarantee
- 2) a copy of license for chemical handling
- 3) a copy of license from the AR State Plant Board
- 4) a copy of any other licenses or certificates for landscape, lawn care, or design that may be held by contractor
- 5) proof of comprehensive general liability insurance
- 6) proof of comprehensive automobile liability insurance
- 7) proof of workman's compensation insurance
- 8) work related references, minimum of three (3)
- 9) obtain and display BRTC parking permit in all vehicles while operating on BRTC campuses
- 10) provide copies of all the above documentation for any sub-contractors providing any services under this contract.

ADDITIONAL SERVICES

The successful vendor will occasionally be called upon to provide services and materials not specifically listed under these specifications. Services may include repair or expansion of sprinkler systems or landscape design. Materials may include sod, plants and potting items. A retail price list for these kinds of services and materials shall be included with any bid submission. Any discounts offered to BRTC regarding these services should be described in the Resource Allocation section.

RESOURCE ALLOCATION

Specify total estimated number of man hours your firm plans to utilize in the fulfilling of this contract if awarded:

Describe below the resources to be committed to this project if the contract were awarded to your firm and how your company plans to address concerns or specific service requests in

RFQ / RFP STANDARD TERMS & CONDITIONS

GENERAL

This is a formal sealed competitive bid request issued by Black River Technical College. This is not authority to ship. A separate purchase order will be issued to the successful bidder that best meets or exceeds the criteria set forth in this invitation to bid. Completion and submission of this bid signifies the bidder's knowledge and acceptance of all terms and conditions set forth in this invitation. Any special terms and conditions included in the invitation to bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by Black River Technical College (BRTC).

ACCEPTANCE AND REJECTION

Black River Technical College reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agency and the State of AR.

BID SUBMISSION

Bids *must* be submitted to the Purchasing Department of Black River Technical College on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Alteration of original RFQ/RFP Documents: The original written or electronic language of the RFQ/RFP shall not be changed or altered except by approved written addendum issued by the Purchasing Department of Black River Technical College. This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsive" and the response shall not be considered. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances. ***Bid responses must be in English and prices stated in U.S. dollars and cents.***

ADDENDUMS

Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission. The bid cannot be altered or amended after the bid opening except as permitted by regulation.

PRICES

Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for 30 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

TAXES AND TRADE DISCOUNTS

Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

QUANTITIES

Quantities stated in term contracts are estimates only and are not guaranteed. Bid the unit price on the estimated quantity and unit of measure specified. Black River Technical College may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of Black River Technical College.

DELIVERY REQUIREMENTS

F.O.B. Destination, inside delivery, unless otherwise specified. F.O.B. shall mean delivered and unloaded into the receiving area on the main campus of Black River Technical College unless otherwise specified in this invitation to bid. All charges for transportation and unloading are to be prepaid by the bidder and included in the bid price. No substitutions or cancellations are permitted without written approval of the Purchasing Department of Black River Technical College. Delivery shall be made during agency work hours only 8:00 a.m. to 3 p.m. Monday through Friday, exclusive of all official holidays, unless prior approval for other delivery has been obtained from the Purchasing Department of Black River Technical College. Packing memoranda shall be enclosed with each shipment.

DELIVERY ON FIRM CONTRACTS

The invitation for bid will show the number of days to place a commodity in Black River Technical College's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Purchasing Department of Black River Technical College has the right to extend delivery if reasons appear valid. If the date is not acceptable, Black River Technical College may buy elsewhere and any additional cost will be borne by the vendor.

BRAND NAME REFERENCES

Brand name or manufacturer's reference must be bid as specified or with an agency approved equal. If bidding on other than referenced specifications, the bid must show the manufacturer, brand, or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. Black River Technical College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and Black River Technical College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

GUARANTY

All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

SAMPLES

Samples or demonstrators, when requested, must be furnished free of expense to Black River Technical College. Each sample should be marked with the bidder's name, address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE

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

AWARD

Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment.

Shipment is authorized by the receipt of a purchase order from Black River Technical College.

Firm Contracts: A written purchase order authorizing shipment will be furnished to the successful bidder.

LENGTH OF CONTRACT

The invitation for bid will show the period of time the term contract will be in effect.

STORAGE

Black River Technical College is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

DEFAULT

All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize Black River Technical College to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Purchasing Department of Black River Technical College of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

VARIATION IN QUANTITY

Black River Technical College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

INVOICING

The contractor shall be paid upon the completion of all the following:

- 1 – submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid,
- 2 – delivery and acceptance of the commodities and
- 3 – proper and legal processing of the invoice by all necessary state agencies.

Invoices must be sent to the "Invoice To" point shown on the purchase order.

STATE 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 use hereunder shall remain property of Black River Technical College, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the Purchasing Department of Black River Technical College properly identifying what is being returned.

PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold Black River Technical College and the State of AR harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

ASSIGNMENT

Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

OTHER REMEDIES

In addition to the remedies outlined herein, the contractor, Black River Technical College, and the State of AR have the right to pursue any other remedy permitted by law or in equity.

LACK OF FUNDS

Black River Technical College or the State of AR may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by Black River Technical College or the State of AR. If Black River Technical College or the State of AR is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

DISCRIMINATION

In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that:

- a) the bidder 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
- c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
- d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
- e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

CONTINGENT FEE

The bidder guarantees that he has not retained 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.

ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder responding to this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to Black River Technical College and the State of AR all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

DISCLOSURE

Failure to make any disclosure required by the 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.

MINORITY BUSINESS POLICY

It is the policy of Black River Technical College and the State of AR that minority business enterprises shall have the maximum opportunity to participate in the state purchasing process. Therefore, Black River Technical College and the State of AR encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. Black River Technical College and the State of AR also encourages all companies to subcontract portions of any state contract to minority business enterprises.

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:

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

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.]	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
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 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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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. _____

<i>Agency use only</i>			
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____
			Contract Phone No. _____ or Grant No. _____



PURCHASING DEPARTMENT
 P.O. Box 468
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 (870) 248-4035 / Fax: (870) 248-4100

Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at: http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please, contact the Purchasing Department. Thank you.

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TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

COMPANY	
ADDRESS	
CITY, STATE & ZIP	
NAME & TITLE	
SIGNATURE	
DATE	

- We have certified online that we do not employ or contract with any illegal immigrants. Date online certification completed: _____.
- We have not certified online at this time, and we understand that no contract can be awarded to our firm until we have done so. Reason for non-certification: _____.