

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT-SUPPLY CONTRACT FOR LIQUID ASPHALT MATERIALS
BID FORM

CONTRACT NO.: **H-21-222H**

BIDDER: _____

ADDRESS: _____

The material furnished under this contract must meet the applicable requirements of ARDOT Standard Specifications for Highway Construction, Edition of 2014.

(Specifications are accessible on our web site at (www.arkansashighways.com) These unit prices shall apply to the types of materials (all grades), locations, and methods of delivery designated on deliveries from the following refinery or locations:

(NAME)

(LOCATION[S])

The total quantity (all types) we agree to furnish from this location during the term of the contract at the unit prices designated, shall not exceed _____ Gallons.

Orders for delivery of Liquid Asphalt may be placed to:

Company: _____ Location: _____

Phone: _____ Contact Person: _____

Invoice information may be obtained at:

Company: _____ Location: _____

Phone: _____ Contact Person: _____

All prices bid herein are subject to discount of _____% for payment of invoices within _____ days.

Unit prices per gallon for furnishing designated materials F.O.B. Refinery - loaded in ARDOT tank truck.

<u>MC-30</u>	<u>SS-1</u>	<u>CSS-1</u>	<u>CRS-2</u>	<u>CRS-2P</u> (Latex)	<u>CRS-2P</u> (Solid)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

On the following pages of the Bid Form, all counties in the State are listed alphabetically within each ARDOT District. Bidders shall set out in the space provided following each of these counties the unit price per gallon for furnishing the material indicated, F.O.B. any point within that county, by tank truck delivery.

ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for 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 the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
4. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by ARDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
5. **TAXES:** The ARDOT is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the ARDOT.
6. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
7. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
8. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
9. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
10. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ARDOT. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
12. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
15. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of 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."* (Arkansas Code, Annotated, Section 19-11-708).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state.
18. **DISCLOSURE:** 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.

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT-SUPPLY CONTRACT FOR LIQUID ASPHALT MATERIALS
BID INFORMATION

CONTRACT NO.: **H-21-222H**

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1. The Arkansas Department of Transportation, hereinafter referred to as "ARDOT," will enter into a term contract with the successful bidder(s) to furnish requirements of various Asphalt Materials for the period set forth in the Bid Invitation.
2. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation.
3. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted provided written request to do so is filed with the Equipment and Procurement Division prior to the time set for opening bids. Telegrams, faxes or letters received before time set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening bids.
4. ARDOT reserves the right to enter into agreement with as many bidders as may be necessary to assure an adequate supply of material to meet statewide requirements.
5. Under terms of this contract, ARDOT is not obligated to purchase any specific quantity or to make purchases at any specific time during the contract period.
6. Where awards are made to corporations organized in states other than Arkansas, bidders shall at their own expense furnish a certified copy of certificate of authority and license to do business in Arkansas, which will remain on file with ARDOT. No contract will be executed in favor of such corporation until certificate shall have been furnished.
7. All material furnished shall be from a supplier who has a current Procedure Agreement with ARDOT to certify materials as being in compliance with the Specifications. Each load shall be certified, by the producer, in accordance with the signed Procedure Agreement. All material shall be properly blended or mixed before loading. Blending or mixing in tank trucks will not be permitted.
8. If a contract supplier is unable to load and start shipment of materials within forty-eight hours after receipt of an individual order, he shall immediately notify the ordering District and ARDOT's Equipment and Procurement Division in Little Rock. In such event, ARDOT shall have the right to cancel the order and purchase the material on the open market. Any increase in cost occasioned by purchasing the material from other than the contract supplier may be billed to the contract supplier or deducted from payments due. This provision is not intended to allow any supplier 48 hours to make shipments of material ordered where immediate shipment is designated and required to avoid loss to the State.

9. Measurement of and payment for RC, MC, and AC will be based on the volume at 60°F. as converted from the observed temperature using the volume correction factors set forth in ASTM Designation D1250, latest revision.

Measurement and payment for emulsified asphalt will be based on the volume at 60°F. as adjusted by expansion coefficients using the factor of 0.00025 per degree F.

An alternate method of measurement for tank truck deliveries, based on bonded scale weight, may be used at the supplier's option. Conversion to gallons shall be made at 60°F. as set forth above. Trucks shall be weighed before and after loading. Scale tickets indicating gross, tare and net weight shall be furnished for each load and shall contain the tractor & trailer number. These scale tickets shall be furnished in triplicate and shall be attached to the Certified Statement of Gallonage. Prior to delivery, the supplier shall furnish for approval by the Materials and Research Division the data which is used to establish the conversion factor from weight to gallons at 60°F. as set forth above.

10. Payment shall be on the basis of individual orders issued against the contract. Invoices for material furnished should be submitted to the headquarters of the District ordering the material. Invoices submitted to the Little Rock Central Office will cause delay in payments.
11. Prices bid herein shall be based on furnishing minimum truck load of not less than 85% of trailer shell capacity. Invoices shall be submitted for material showing charges for actual quantities delivered. In the event that less than minimum loads are delivered, any additional freight charges occasioned thereby shall be invoiced separately and submitted to the ordering District.
12. Demurrage will be paid in accordance with applicable freight tariffs set by regulatory authorities for excess time required for unloading, provided the delay is caused by ARDOT. In case delay is caused by the carrier or supplier, free unloading time will begin when ARDOT begins unloading. In the event delivery is made prematurely, free unloading time will begin at the designated time set when placing the order. Demurrage shall be billed separately with appropriate regulatory authority documentation attached to substantiate charges.
13. Should it become necessary to cancel an order, such cancellation will be made directly to the supplier, not to the carrier. ARDOT reserves the right to divert any shipment to an alternate destination at the discretion of the District Engineer or his representative, with the original destination or alternate price, whichever is higher to govern.
14. All sampling and testing of material shall be in accordance with established ARDOT laboratory procedures. Such procedures are available upon request from ARDOT's Materials Division.
15. ARDOT reserves the right to cancel this contract, or any part thereof, upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, prices bid shall remain in effect for the contract term.

16. Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. Vendors would not be required to sell to any such entity under this Contract, and those entities would not be obligated to purchase from the Contract.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). ARDOT would remain “out of the loop” for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. ARDOT would be held harmless of any and all liability arising from such transactions.

*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ASPHALT SURFACE TREATMENT

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 402, Asphalt Surface Treatment, is hereby modified as follows:

The first sentence of **Subsection 402.07(b)** is hereby deleted and the following substituted therefore:

Asphalt material will be paid for at the contract unit price bid per gallon (liter) for Asphalt in Surface Treatment, or Polymer Modified Cationic Emulsified Asphalt: CRS-2P (solid polymer) or CRS-2P (latex polymer).

The third paragraph of **Subsection 402.07(b)** is hereby deleted and the following substituted therefore:

Payment will be made under:

Pay Item	Pay Unit
Mineral Aggregate in Asphalt (Cubic Meter)	Cubic Yard
Surface Treatment (Class____) (Metric Ton)	or Ton
Asphalt in Surface Treatment Polymer Modified Cationic Emulsified Asphalt (CRS-2P) (solid polymer)	Gallon (Liter)
Polymer Modified Cationic Emulsified Asphalt (CRS-2P) (latex polymer)	Gallon (Liter)

Section 403, Materials and Equipment for Prime, Tack, and Asphalt Surface Treatments, is hereby modified as follows:

Subsection 403.03(e) is hereby deleted and the following substituted therefore:

(e) Polymer Modified Cationic Emulsified Asphalt. Polymer Modified Cationic Emulsified Asphalt (CRS-2P) shall conform to the requirements of AASHTO M 316. In addition, CRS-2P (solid polymer) and CRS-2P (latex polymer) shall have: 1) A minimum Saybolt Furol Viscosity at 122° F (50° C) at the point of manufacture and/or origin of 200 seconds, and a maximum Saybolt Furol Viscosity of 500 seconds. The Saybolt Furol Viscosity at 122° F (50° C) on destination field samples shall be within the limits of 100-500 seconds. If the asphalt fails to comply at 122° F (50° C) test temperature, the test shall be repeated at 160° F (70° C) and shall be within the limits of 90-200 seconds, and 2) the minimum residue from distillation by weight shall be 68%.

Row 12 of the Table in **Subsection 403.04** is hereby deleted and the following substituted therefore:

Type and Grade	Recommended Range		Maximum Allowable	
	°F	°C	°F	°C
RC-70	80-150	27-66	175	80
RC-250	100-175	38-80	200	93
RC-800	160-225	71-107	250	121
RC-3000	200-275	93-135	290	143
MC-30, MC-70	80-150	27-66	175	80
MC-250	100-200	38-93	230	110
MC-800	185-260	85-127	275	135
MC-3000	225-275	107-135	290	143
RS-1, RS-2	125-185	107-135	290	143
MS-2	70-160	21-71	160	71
SS-1, SS-1h	70-160	21-71	160	71
CRS-1, CRS-2, CRS-2P(solid polymer), CRS-2P(latex polymer)	125-185	52-85	185	85
CMS-2h, CMS-2	70-160	21-71	160	71
CSS-1, CSS-1h	70-160	21-71	160	71
All Asphalt Binders	275-325	135-163	350	177

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

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

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

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

Name of public entity	Arkansas Department of Transportation
Description of product or service	H-21-222H Liquid Asphalt
Contractor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

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ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____

Signature

TITLE: _____

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

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

Bid Number/Contract Number	H-21-222H
AASIS Number	N/A
Description	Liquid Asphalt
Contractor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

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:

COUNTY:

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 <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	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 <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	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.

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. _____