RFP SAU 2013-02

REQUEST FOR PROPOSALS

FOR

DEPOSITORY

SOUTHERN ARKANSAS UNIVERSITY TECH

ISSUED BY:

Southern Arkansas University Tech
Purchasing Department
PO Box 3499
Camden, AR 71711

ISSUE DATE: April 5, 2013
SOUTHERN ARKANSAS UNIVERSITY TECH
DEPOSITORY
BID INFORMATION AND CONDITIONS

Southern Arkansas University Tech-Camden is accepting proposals from financial institutions to serve as the College’s depository as outlined below:

1. Bids will be received by Southern Arkansas University Tech for the College’s depository as specified herein.

2. The financial institution selected as the College’s depository shall make and enter into a depository contract and/or other necessary instruments setting forth the duties and responsibilities of the depository. The depository (successful bidder) shall attach to the contract and file with the College an executed pledge agreement, safekeeping receipt, acceptable to the College, indicating that eligible collateral has been placed with a custodian for the term of the contract in the amount of $7,500,000. The College may alter the amount of collateral pledged from time to time to insure that the amount shall be equal to the highest daily balance on hand at one time. The basis of valuation of collateral will be market value. The type of securities which are acceptable for pledge purposes are as follows: direct obligations of the United States Government, obligations guaranteed by the United States or bonds issued by any agency or instrumentalities thereof, and direct obligations of the State of Arkansas. Eligible custodians include: The Federal Reserve Bank, a branch of the Federal Reserve Bank, a correspondent bank(s) and the Federal Home Loan Bank.

3. In lieu of the above collateralization requirement, the depository institution may have the option of submitting a bond in the initial amount of $7,500,000 signed by the bank and a surety company authorized to do business in the State of Arkansas. The amount of the surety bond may rise or fall from day to day so long as all deposits of the College are fully and wholly protected.

4. Term of the depository contract is the period beginning July 1, 2013, and ending June 30, 2018. The College reserves the right to renew the contract for an additional two years after the five year term.

5. Institutions eligible to submit bids are state or national banking or savings and loan corporations, the deposits of which are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Additionally, the bidder must have a full-service office located within 15 driving miles from the administrative offices of Southern Arkansas University Tech-Camden.

6. Southern Arkansas University Tech reserves the right to reject any and/or all bids. Though price is a significant factor in selecting between competing bids, quality and suitability to purpose will also be strongly considered. The College reserves the right to arrive at such by whatever means it may determine. Proposals, which do not comply with the general conditions stated herein, will be rejected. All quotations shall remain firm for a period of no less than thirty (30) days following the date of the bid opening.

7. The demand accounts maintained by the College which are to be a part of this depository bid are listed and detailed in Attachment A. The number and type of individual accounts may vary from those listed due to changing federal and state funding, however, it should be anticipated that the overall account structure will remain fairly constant. Demand accounts which are a part of this bid are the day to day balances maintained for the purpose of the ongoing operation of the College. Attachment A also lists the General Operating Fund Time Deposits for the 12 month period ending February 28, 2013. If Southern Arkansas University Tech offers an off-campus program, a clearing bank account may be established in the city involved to receive funds from students. Funds deposited in this account will be transferred monthly to the Depository.
8. The College reserves the right to place funds in either time deposits or demand deposits based upon the best interest of the College. The depository will provide a means for authorized transfers between accounts without checks.

9. Southern Arkansas University Tech reserves the right to invest in U.S. Treasury Bills. The depository bank is obligated to assist the College in making such investments at no charge for the services.

10. The bidder will be required to process the direct deposit of payrolls for the College into employees’ accounts and student refund deposits into students’ accounts at no additional charge.

11. The financial institution should list all services it will provide the College as a part of this bid. New services that are offered due to technology improvements and other services offered may have an affect on the bid selection. Recommendation for improvement of services will be accepted.

12. Sealed bids will be received by Southern Arkansas University Tech until 2:00 p.m. local time, May 20, 2013 at which time all bids will be opened and read. Site of the opening will be the Purchasing Agent’s Office, Southern Arkansas University Tech-Camden.

Please address all bids to: Angela Fry
Purchasing Agent
Administration Building
SAU Tech
P.O. Box 3499
Camden, AR 71711-1599

Envelopes should be clearly marked: Sealed Bid for College Depository Contract SAU-2013-02.

13. Written questions must be submitted to Dale Tommey by e-mail: dtommey@sautech.edu. The closing date for receipt of questions will be May 13, 2013 p.m. local time. The questions will be answered in written form and emailed to all organizations requesting copies of the request for proposals.

14. The notice of intended contract award will be sent to all respondents.

15. The specifications and conditions listed in this document shall govern should any conflict arise. All conflicts in terms and conditions shall be settled in the best interest of the College.

16. The following Attachments are included as a part of this bid:

   Attachment A Depository Account Detail
   Attachment B General Operating Funds Depository and Investment Policy
   Attachment C Depository Bid Form (2 pages)
   Attachment D Bid Computations
   Attachment E Depository Contract (3 pages)

Attachments C, D, and E must be completed and returned with your bid.
I. TIME DEPOSITS

Southern Arkansas University Tech has no Time Deposits at this time.

II. DEMAND DEPOSITS – Unlimited Access

A. Interest Bearing Accounts

<table>
<thead>
<tr>
<th>Account</th>
<th>Avg. # of checks this year</th>
<th>Avg. Monthly Balance</th>
<th>Lowest Monthly Balance</th>
<th>Highest Monthly Balance</th>
<th>Type of Checks to be provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>8,678</td>
<td>3,552,628.52</td>
<td>1,682,098.40</td>
<td>5,283,219.43</td>
<td>1&amp;2</td>
</tr>
<tr>
<td>Academies</td>
<td>862</td>
<td>672,476.19</td>
<td>482,371.95</td>
<td>1,081,476.40</td>
<td>1&amp;2</td>
</tr>
<tr>
<td>Plant</td>
<td>25</td>
<td>1,711,481.63</td>
<td>731,156.55</td>
<td>2,629,514.50</td>
<td>1</td>
</tr>
</tbody>
</table>

B. Non Interest Bearing Accounts

<table>
<thead>
<tr>
<th>Account</th>
<th>Avg. Monthly Balance</th>
<th>Type of Checks to be provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Aid</td>
<td>4,512.08</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4,375.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4,512.08</td>
<td></td>
</tr>
</tbody>
</table>

III. Visa/MasterCard deposits were $363,351.96 during period indicated.

Types of Checks to be provided:

1. Computer Continuous Feed, 2-part
   9 1/2 by 7
   Perforated at 3 ½
   Prenumbered

2. 3 checks on a page with enlarged stub
ATTACHMENT B
SOUTHERN ARKANSAS UNIVERSITY TECH
GENERAL OPERATING FUNDS DEPOSITORY AND INVESTMENT POLICY

General Operating Cash Funds and certain other cash funds held by and/or for Southern Arkansas University Tech will be placed with a depository institution according to the following procedures and practices.

I. GENERAL CONDITIONS

Interest bearing time deposits and demand deposits will be placed with a single depository institution on the basis of competitive bids for a five-year term beginning July 1, 2013 and rebid every fifth year for a five year term. The rate bid on interest bearing time deposits will be primary in selecting the successful bidder. Optional services may be considered in bid selection.

A. The depository bank will be expected to provide the College with the same account options for demand deposits as are available to all other customers. 
B. Accounts placed in trust with a depository institution by official Board of Trustees action are not a part of this policy.

II. All deposits are to be secured by a pledge of the financial institution’s assets in accordance with Ark. Code Ann. 19-8-201 through 19-8-203.

A. Basis of valuation of collateral: Market Value
B. Pledging Ratio: 100 %
C. Eligible Collateral:
   - Direct obligations of the United State Government
   - Obligations guaranteed by the United States, or bonds issued by any agency or instrumentalities thereof
   - Direct obligations of the State of Arkansas
D. Eligible custodians:
   - The Federal Reserve Bank
   - A branch(es) of the Federal Reserve Bank
   - A correspondent bank(s)
   - The Federal Home Loan Bank
E. Pledge Agreement
   A pledge agreement, safekeeping receipt, will be issued to the College, which conforms to the conditions above and includes the following provisions:
   - The depository bank’s affirmation that it has the power to pledge collateral
   - The certification that the pledged collateral is in the possession of the named custodian agency
   - A clear indication that the custodian has responsibilities of safekeeping and accounting
   - Authorization for the custodian to deliver the collateral to Southern Arkansas University Tech in the event that the deposit is not paid as ordered

In lieu of the above collateralization requirement, the financial institution may have the option of submitting a surety bond signed by the bank and a surety company authorized to do business in the State of Arkansas. The financial institution’s eligibility for deposits and/or investments will be restricted to the time limits and stated dollar limits of the surety bond as stated in the depository and/or investment depository contract. The value of the surety bond may rise and fall from day to day so long as all deposits of the College are fully and wholly protected.
The undersigned, a state or national banking or savings and loan corporation, the deposits of which are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, hereinafter called bidder, for the privilege of acting as Depository for Southern Arkansas University Tech-Camden of Calhoun County, Arkansas, herein called College, for a term beginning July 1, 2013 and ending June 30, 2018 and for the further privilege of receiving the General Operating Funds and other designated funds of the College, and with the full understanding that the College reserves the right to invest its funds from time to time as indicated in Item No. 9 of the Bid Information and Conditions, will pay and charge the College as follows:

I. **TIME DEPOSITS**

A. Bids are to be based on plus or minus the Treasury Bill rate with like maturity (or closest maturity) utilizing the “yield” quote as published in the Treasury Issues Section of the Wall Street Journal on the day of deposit. (Example: a bid to pay the Treasury Bill rate plus one-tenth of one percent would be recorded on the Bid Form as Treasury Bill rate + 0.10%.)

B. **Time of Deposit - $100,000 or More**

<table>
<thead>
<tr>
<th>Time of Deposit</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 through 59 days</td>
<td>Treasury Bill rate + ________ %</td>
</tr>
<tr>
<td>60 through 89 days</td>
<td>Treasury Bill rate + ________ %</td>
</tr>
<tr>
<td>90 through 179 days</td>
<td>Treasury Bill rate + ________ %</td>
</tr>
<tr>
<td>180 through 364 days</td>
<td>Treasury Bill rate + ________ %</td>
</tr>
<tr>
<td>One year or more</td>
<td>Treasury Bill rate + ________ %</td>
</tr>
</tbody>
</table>

C. Interest is to be paid monthly, and is to be computed on a 365 day year basis with no compounding.

II. **DEMAND DEPOSITS**

A. Bids are requested to be based on plus or minus the 91-day Treasury Bill rate utilizing the previous week’s auction discount rate as published in the Money Rates Section of the Wall Street Journal. (Example: a bid to pay the 91-day Treasury Bill discount rate less one-half of one percent would be recorded on the Bid Form as 91-day Treasury Bill rate - 0.50%)
B. **Type of account**

<table>
<thead>
<tr>
<th>Type of account</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited Access</td>
<td>91-day Treasury Bill rate + __________%</td>
</tr>
<tr>
<td>Limited Access</td>
<td>91-day Treasury Bill rate + __________%</td>
</tr>
</tbody>
</table>

C. **Interest is to be paid monthly, and is to be computed on a 365 day year basis with no compounding.**

D. **Bidder will not charge the College any fees for keeping the College’s deposit records and accounts for the period covered by this bid. Included in and required as a part of this duty are the following:**

1. Preparation of monthly statements, on a calendar month basis, showing debits, credits, and balance of each separate fund.

2. Preparation of such reports, accounts and records which may, from time to time, be required by the College to properly discharge its duties or to respond to a governing and/or regulating agency.

3. Furnishing of the quantity, quality and type of checks and deposit books necessary for the College during the period for which this bid is submitted.

4. There is to be no charge for additional services, such as night deposit bank bags, coin counting and wrapping, stop payments, wire charges, transfers between accounts by accounting entry, ZBA Accounts, VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER memberships and the use of two VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER receipt printers and four debit card keypads, Fine Sort Checks and Account Reconcilement.

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III. **VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER**

**Bidder will accept VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER sales drafts at no more than ____% discount.**

I (we) are bidding in accordance with the conditions for bidding.

Dated this the_____ day of ______________, A.D., 2013.

Bidder: ______________________________

By: _______________________________

Title: ______________________________
## I. Time Deposits (See Page-Insert Bid Rates)

<table>
<thead>
<tr>
<th>Time Range</th>
<th>Amount</th>
<th>Rate</th>
<th>Formula</th>
<th>Calculation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-59 Days</td>
<td>$1,000,000</td>
<td>35/365</td>
<td>$1,000,000 x 35/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$500,000</td>
<td>36/365</td>
<td>$500,000 x 36/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td>90-179 Days</td>
<td>$2,120,000</td>
<td>91/365</td>
<td>$2,120,000 x 91/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,120,000</td>
<td>92/365</td>
<td>$2,120,000 x 92/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$600,000</td>
<td>99/365</td>
<td>$600,000 x 99/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,120,000</td>
<td>104/365</td>
<td>$2,120,000 x 104/365 x _______</td>
<td>___________</td>
<td></td>
</tr>
</tbody>
</table>

## II. Demand Deposits-Interest Bearing

<table>
<thead>
<tr>
<th>Access Level</th>
<th>Amount</th>
<th>Rate</th>
<th>Formula</th>
<th>Calculation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited Access</td>
<td>$347,298</td>
<td></td>
<td>$347,298 x _______</td>
<td>___________</td>
<td></td>
</tr>
<tr>
<td>Limited Access</td>
<td>$680,138</td>
<td></td>
<td>$680,138 x _______</td>
<td>___________</td>
<td></td>
</tr>
</tbody>
</table>

## III. Visa/MasterCard/American Express/Discover

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Rate</th>
<th>Formula</th>
<th>Calculation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visa/MasterCard/American Express/Discover</td>
<td>$425,700</td>
<td></td>
<td>$425,700 x _______</td>
<td>___________</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL**

$______________________ + $______________________

## IV. List of Optional Services and Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>$______________________</td>
</tr>
<tr>
<td>B.</td>
<td>$______________________</td>
</tr>
<tr>
<td>C.</td>
<td>$______________________</td>
</tr>
<tr>
<td>D.</td>
<td>$______________________</td>
</tr>
</tbody>
</table>

**TOTAL**

$______________________
ATTACHMENT E
DEPOSITORY CONTRACT
FOR CERTAIN FUNDS OF SOUTHERN ARKANSAS UNIVERSITY TECH

ARTICLE I.

______________________________, hereinafter referred to as the “Depository”, located in Ouachita County, State of Arkansas, being a state or national bank or savings and loan corporation, and the deposits of which are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, was duly selected by the Board of Trustees of Southern Arkansas University Tech-Camden, located in Calhoun County, Arkansas, hereinafter referred to as the “College” to serve as the Depository of College funds according to the terms and conditions as listed in the Bid Information and Conditions and Depository Bid Form. This contract is in compliance with Board of Trustees Policy (Attachment B). The Depository is to serve pursuant to this contract for a period beginning July 1, 2013 and ending June 30, 2018, unless terminated by the Depository’s failure to adhere to all the requirements of this contract.

ARTICLE II.

Such selection by the College was made on the basis of a written bid tendered by the Depository substantially in the form prescribed by the College, a copy of which, along with the Bid Information and Conditions, are attached hereto and made a part hereof by reference.

ARTICLE III.

A. If the Depository elected to file with the College a corporate surety bond to protect the College’s funds on deposit with the Depository during the term of this Depository Contract, then a fully executed copy of such corporate surety bond in the amount of $7,500,000.00, in the form specified, is attached hereto and made a part hereof by reference, provided further, that the initial amount of the corporate surety bond may rise and fall from day to day so long as all deposits of the College are fully and wholly protected.

B. If the Depository did not elect to make the corporate surety bond in the amount and as referred to in A., above, then the Depository shall pledge to the College and deposit in safekeeping and trust with another bank, acceptable to the College, approved securities in an amount at market value sufficient adequately to protect the funds of the College on deposit with the Depository from day to day during the term of this contract, provided that:

1. The approved securities shall be of the kind as defined in Item 2 of the Southern Arkansas University Tech-Camden Bid Information and Conditions and the amount pledged shall be in a total market value as directed any time by the College;

2. The conditions of the pledge of approved securities required by this contract are that the Depository shall credit the account(s) of the College with the full amount of all deposits (funds) presented to the Depository for the account of the College no later than the next banking day following the day of the Depository’s receipt of such deposits, that the Depository shall faithfully perform all duties and obligations devolving upon the Depository by law and this contract, pay upon presentation all checks or drafts drawn on order of the College, pay upon demand any demand deposit of the College in the Depository, pay any time deposit certificate of deposit of the College in the Depository upon maturity or after the period of notice required, and faithfully keep, account for, and faithfully pay
over, at maturity or on demand as the College may elect, to any successor depository all balances of funds of the College then on deposit with the Depository;

3. The pledge of approved securities required by this contract shall be a continuing pledge, ceasing only upon the later of the termination of this contract or the fulfillment by the Depository of all of its duties and obligations arising out of this contract, and a continuing interest in favor of the College shall attach immediately upon any such pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of such securities, and in no event shall such continuing security interest be voided by any act of the Depository, but not withstanding the foregoing Depository shall have the right, with the consent of the College to purchase and sell, and substitute or replace, any and all of the approved securities pledged pursuant to this contract with other approved securities, provided that all of the other conditions of this contract are adhered to by the Depository, and such pledge shall be in addition to all other remedies available in law to the College;

4. The Depository shall immediately furnish or cause to be furnished to the College original and valid safekeeping or trust receipts issued by the bank holding the approved securities pledged pursuant to this contract, marked by the holding bank on their face to show the pledge and market value required above;

5. Any closing or failure of Depository, or any event deemed by the College to constitute a closing or failure of Depository, shall be deemed to have vested full title to all approved securities pledged pursuant to this depository contract in the College, and the College is hereby empowered to take possession of and sell any and all of such pledged approved securities, whether in safekeeping at another bank or in possession of the College, and the College is specifically so empowered by the Depository.

C. If the Depository elected to give a corporate surety bond and to pledge approved securities, such corporate surety bond and pledged approved securities shall be in an aggregate amount which shall adequately protect the total amount of College funds on deposit with the Depository from day to day. The provisions of A., above, permitting the amount of the corporate surety bond to rise or fall from day to day, and all the provisions of B., above, relating to the amount and conditions of pledge of approved securities, including but not limited to substitution and condition of pledge, shall apply to the election permitted by this paragraph C.

ARTICLE IV.

On the execution date of the Depository Contract the depository bank agrees to cover by corporate surety bond and/or pledge of approved securities an amount that is equal to funds anticipated to be on deposit from day to day which is estimated not to exceed $7,500,000.00 and warrants that the initial total surety bond and securities in safekeeping and trust for the protection of funds of the College in the Depository is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Surety Bond</td>
<td>$__________________</td>
</tr>
<tr>
<td>Market Value of Securities Pledges</td>
<td>$__________________</td>
</tr>
<tr>
<td>Total Initial Secured Amount</td>
<td>$__________________</td>
</tr>
</tbody>
</table>
ARTICLE V.

Subsequent to the execution date of this contract should the amount of deposit exceed that which is initially covered by corporate surety bond and pledged approved securities, said amount will be increased, and photo copies of the safekeeping receipts of the additional securities and/or increased corporate surety bond will be provided to the College.

ARTICLE VI.

This contract is executed by the College and the Depository in three copies, all of which shall be deemed originals.

AGREED AND ACCEPTED on behalf of Depository this the ________ day of _____________, 2013.

____________________________________
Typed Name of Depository

____________________________________
Signature of Authorized Officer

____________________________________
Title of Authorized Officer

AGREED AND ACCEPTED on behalf of Southern Arkansas University Tech this the ____ day of ______, 2013.

____________________________________
Signature of College Chancellor

ATTEST:

____________________________________
Signature of College Fiscal Officer
Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) **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: [https://www.ark.org/dfa/immigrant/index.php/user/login](https://www.ark.org/dfa/immigrant/index.php/user/login).

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 call the Purchasing Department at 870-574-4523.

Thank you,

Angela Fry
Purchasing Agent

*************************************************************************

**TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:**

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: __________________________

_____ We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

Reason for non-certification: __________________________

Name of Company: __________________________________________

Signature: ________________________________________________

Name & Title: ______________________________________________

*(printed or typed)*

Date: _____________________________________________________
ATTENTION BIDDERS

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

Submitting the EO Policy is a one-time requirement. The SAU TECH Purchasing Department will maintain copies of policies or written responses received from bidders.

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

Should you have any questions regarding this requirement, please contact the Purchasing Department by calling (870) 574-4523.

Sincerely,

Angela Fry
Purchasing Agent
Southern Arkansas University Tech

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

_______ EO Policy Attached

_______ EO Policy previously submitted to SAU TECH Purchasing Dept.

_______ EO Policy is not available from business or person

Company Name
Or Individual: ___________________________________________________________

Title:  _________________________________________________________________

Signature: _____________________________________________________________

Date:  _________________________________________________________________
# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

**SUBCONTRACTOR: SUBCONTRACTOR NAME:**

- [ ] Yes
- [ ] No

**IS THIS FOR:**

- [ ] Goods?
- [ ] Services?
- [ ] Both?

**TAXPAYER ID NAME:**

**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:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>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.]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>Former</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Assembly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constitutional Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Board or Commission Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Employee</td>
<td></td>
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</tr>
</tbody>
</table>

- [ ] 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.

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>Former</td>
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<tr>
<td>General Assembly</td>
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<tr>
<td>Constitutional Officer</td>
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<tr>
<td>State Board or Commission Member</td>
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<tr>
<td>State Employee</td>
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</tr>
</tbody>
</table>

- [ ] None of the above applies

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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 __