INVITATION FOR BID

IFB Number: SP-13-0230R  Buyer: Tim O'Brien

Commodity: Furniture  Bid Opening Date: September 19, 2013
Agency: Statewide  Bid Opening Time: 2:00 PM, Central Daylight Time
Date Issued: September 3, 2013

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS:
Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR  72201

BID OPENING LOCATION:
Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR  72201-4222

TELEPHONE NUMBER: 501-324-9316

Company Name: _______________________

Name (type or print): ____________________________  Title: ____________________________

Address: ____________________________

City: ____________________________  State: ____________________________  Zip Code: ____________________________

Telephone Number: ____________________________  Fax Number: ____________________________

E-Mail Address: ____________________________

Signature: ____________________________

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one):
Individual [ ]  Sole Proprietorship [ ]  Public Service Corp [ ]
Partnership [ ]  Corporation [ ]  Government/ Nonprofit [ ]
1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

   Check minority type:
   - African American
   - Hispanic American
   - American Indian
   - Asian American
   - Pacific Islander American
   - Service Disabled Veteran

   Arkansas Minority Certification Number___________________

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

4. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, http://www.arkansas.gov/dfa/procurement/bids/index.php for any and all addendums up to that time.

5. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

6. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
7. **ANTICIPATION TO AWARD**: After complete evaluation of the bid, the anticipated award will be posted on the OSP website ([http://www.arkansas.gov/dfa/procurement/pro_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

8. **PAST PERFORMANCE**: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

9. **VISA ACCEPTANCE**: Awarded contractors should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

10. **EO-98-04 GOVERNOR’S EXECUTIVE ORDER**: Bidders should complete the Disclosure Forms issued with this bid.

11. **CURRENCY**: All bid pricing must be United States dollars and cents.

12. **LANGUAGE**: Bids will only be accepted in the English language.
SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION
This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the purpose of obtaining pricing for a non-mandatory statewide contract for All State Agencies and/or Cooperative Participants including Cities, Counties, Schools K-12, Colleges and Universities for furniture plus accessories, replacement parts and attachments including any and all associated costs for delivery, set-up and debris removal including cartons and pallets from the premises.

1.2 COOPERATIVE PURCHASING PROGRAM PARTICIPATION
Arkansas’ Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

1.3 ISSUING AGENCY
The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State’s buyer, Tim O’Brien at 501-324-9320 or by email at Timothy.O’Brien@dfa.arkansas.gov. Vendor’s questions will be answered as a courtesy and at vendor’s own risk.

1.4 CAUTION TO BIDDERS
1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named herein will initiate all contact.

2. Vendors must submit one (1) signed original IFB response on or before the date and time specified on page one. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.

3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
   a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
   b. Failure to sign an Official Bid Document.
   c. Failure to complete the Official Bid Price Sheet(s).
   d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
   e. Failure of any proposed goods or service to meet or exceed the specifications.

1.5 BID FORMAT
Any statement in this document that contains the word “will”, “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.6 TYPE OF CONTRACT
The contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to (six (6)) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.
1.7 **PAYMENT AND INVOICE PROVISIONS**

All invoices shall be forwarded to the:

Ordering Entity as Specified

An itemized invoice addressed to the ordering entity shall reference purchase order number, contract number, quantity, description, list and net unit price. Installation/Labor and any other ancillary charges will be shown as a separate line item on all quotes and invoices.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment will be made only after the contractor has successfully satisfied the state agency as to the goods purchased. Vendors should invoice agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at [https://www.ark.org/vendor/index.html](https://www.ark.org/vendor/index.html)

1.8 **RECORD RETENTION**

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas’ designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.9 **PROPRIETARY INFORMATION**

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.10 **RESERVATION**

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support. The Prime Contractor may delegate facilitation of contract orders to their “Authorized/Certified Dealers” only. This delegation will in no way relieve the vendor of any contractual obligations set forth in this IFB.
1.12 **CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
   a. Upon default, to pay all sums to become due under a contract.
   b. To pay damages, legal expenses or other costs and expenses of any party.
   c. To conduct litigation in a place other than Pulaski County, Arkansas.
   d. To agree to any provision of a contract; which violates the laws or constitution of the State of Arkansas.

2. A party wishing to contract with the State of Arkansas should:
   a. Remove any language from its contract which grants to it any remedies other than:
      i. The right to possession.
      ii. The right to accrued payments.
      iii. The right to expenses of de-installation.
      iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
      v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
   b. Include in its contract that the laws of the State of Arkansas govern the contract.
   c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.13 **CONDITIONS OF CONTRACT**

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.14 **STATEMENT OF LIABILITY**

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the “authorized agency official.” At no time will the State be responsible for or accept liability for any vendor-owned items.

1.15 **AWARD RESPONSIBILITY**

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.16 **AWARD CRITERIA**

This IFB will be awarded to all responsible, responsive product manufacturers who meet all specifications as outlined within this IFB. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

Note: We encourage the bidding of efficient products such as green products, etc.

1.17 **DELEGATION AND/OR ASSIGNMENT**

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor may delegate facilitation of contract orders to their “Authorized/Certified Dealers” only. This delegation will in no way relieve the vendor of any contractual obligations set forth in this IFB.
1.18 **COST**
All discounts must be included on the Official Bid Price Sheet(s) for the goods being bid. Discounts must be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

- The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet(s).
- Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items shall be borne by the bidder.
- It is the State of Arkansas’ intent to obtain the greatest discount off the manufacturer’s current published price list by “volume discount tiers”. Each manufacturer will provide the volume discount tiers that provide the best possible pricing to the State.
- If discounts vary within a manufacturer’s total product offering, discounts should be assigned to each separate category and/or model as a separate line on the pricing sheet.

1.19 **DISCOUNT CHANGE CLAUSE**
The contractor may offer larger discount percentages for products, accessories, replacement parts and attachments at any time during the contract term.

1.20 **LENGTH OF PRICE GUARANTEE**
Pricing shall be firm for a twelve (12) month period. Price increases are not allowed during the term of the contract.

1.21 **DELIVERY: FOB DESTINATION, INSIDE DELIVERY, FREIGHT PAID**
Whenever possible, vendors should give the ordering entities 3 working days prior notice of any deliveries and/or installations. Furniture vendors will not be responsible for the removal/moving of existing furnishings unless requested by the ordering entity. Vendors should verify site readiness prior to delivery. All deliveries will be made during normal working hours unless otherwise arranged with the ordering entity. Vendor will communicate any scheduling delays and/or changes immediately. Agencies will not be responsible for any freight damage, concealed or otherwise.

1.22 **SPECIAL DELIVERY INSTRUCTIONS**
All shipments will be FOB destination (as specified on Ordering Entity Purchase Order).

Delivery/Installation Instructions:
Due to the varying locations and circumstances involved in deliveries and installations, all deliveries and installations will be quoted on a project by project basis.

All installation, labor, and/or delivery charges must be shown as a separate line item on quotes and invoices.

One of the following delivery methods must be specified on every Agency Purchase Order:

1. (1) Drop Shipped: Off loaded by carrier to an Agency loading dock or designated area. There will be no charge to the ordering Agency for this delivery method.

2. (2) Inside Delivery: Off loaded, un-boxed/wrapped and placed in pre-determined locations within the building. Vendor will be responsible for the removal of any trash, packaging materials, and cartons associated with the delivery.

3. (3) Delivered and Installed: Off loaded, and installed. Installation shall include but not limited to; any and all labor, material, and tools necessary to install furniture in accordance with approved plans and specifications and/or the direction of authorized agency personnel. The installation company will be responsible for the removal of any trash, packing material, and cartons associated with their installation.
The vendor/installation company will repair/replace (to the satisfaction of the ordering entity) any damage to the building or its' contents that they (the vendor) caused in the course of their work. This includes but is not limited to: walls, floors, floor coverings, ceilings, elevators, doors, doorways, and any existing fixtures and furniture. The agency may withhold payment until repairs are satisfactorily completed.

1.23 ACCEPTANCE STANDARDS
Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt or upon completion of installation should that installation period extend beyond 30 days. Ordering entity shall have the option to return any product(s) within the 30 days.

Return Requirements:
Ordering entity shall coordinate returns with the Contractor. Upon notification by the ordering entity of a duplicate shipment, over-shipment or shipment in poor condition, the products must be promptly removed at the contractor and/or dealer’s expense. Ordering entities reserve the right to return products for defects in material and/or workmanship. In the event of product return, the ordering entity reserves the right to accept either a full refund for the returned product or a replacement of the product.

Performance Requirements:
The ordering entity reserves the right to inspect and verify that all deliveries are in accordance with specifications, both at the point of delivery and at the point of use. For orders that specify an “authorized party” to receive and inspect deliveries and/or installations, acceptance and inspection procedures must be performed by the “authorized party” to be considered and accepted by the ordering entity. Products inspected at the time of use are subject to refusal and return requirements for issues of quality such as defects in manufacturing and/or workmanship. Products will not be considered accepted by the ordering entity until the installation is complete for the applicable product(s).

1.24 CANCELLATION
In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE
The intent of this IFB is to establish a non-mandatory TERM contract for the design, purchase, delivery and/or assembly/set-up of Office Furniture including accessories, replacement parts and attachments which is supportive of the needs and requirements for All State Agencies and/or Cooperative Participants, Cities, Counties, Schools K-12, Colleges and Universities within the State of Arkansas.

2.2 QUALITY
The items must be in conformance with normal industry standards as specified within this IFB.

2.3 GUIDELINES
The Office of State Procurement adheres to all guidelines set forth by the State and Federal Government concerning The Americans with Disabilities Act (ADA) as well as all mandated fire codes.

2.4 ORDERING PROCEDURE
Orders placed against this contract may be in the form of an agency issued purchase order on an as-required basis. Or an agency may also use the Arkansas State Purchasing Card (P-Card) to purchase furniture.

2.5 QUANTITY BASIS OF CONTRACT – NO GUARANTEED QUANTITIES
The contract(s) established have no guarantee of any specific quantity and the State is obligated only to buy that quantity which is needed by its agencies.

2.6 MINIMUM ORDER QUANTITY
The State makes no commitment to purchase any minimum or maximum quantity, or dollar volume of products from the selected supplier(s). Utilization of this agreement will be on an as needed basis by State Agencies and/or Cooperative Participants, Cities, Counties, Schools K-12, Colleges and Universities. In responding to the IFB, supplier(s) recognize that the State will award to multiple suppliers; however, the State reserves the right to purchase like and similar products from other suppliers as necessary to meet operation requirements.

Note: Issuance of an award does not guarantee an order.

2.7 REPORTING REQUIREMENTS
The product manufacturer agrees to provide a yearly sales report to the Office of State Procurement. This report is due on the 15th of July following the year's activity. The report must include the total sales of all furniture orders against the contract. The report should include the following: reporting time period, manufacturer/dealer name, furniture category, quantity and dollar value of each item sold, and the name of the purchasing entity.

Note: OSP reserves the right to request a sales report on an as-needed basis.

Send report to:

Office of State Procurement
Attn: Tim O'Brien
Room 300
1509 W. 7th Street,
Little Rock, AR 72201-3966
Timothy.O'Brien@dfa.arkansas.gov

2.8 FURNITURE CLASSIFICATIONS
Furniture classifications include but not limited to: Cafeteria, Dormitory, Library Shelving and Library Related, Lounge, Systems (Modular), School (Classroom), Freestanding, Seating, Filing Systems and Equipment, and Technology Support.
2.9 GENERAL DEFINITION OF PRODUCTS

Item 1: Cafeteria Furniture

- Mobile tables on rollers with or without benches or stools.
- Round and rectangular cafeteria tables without benches or stools.

Item 2: Dormitory Furniture

- Metal, wood, or wood clad metal wardrobes, beds and mattresses, night stands, chest of drawers, and single pedestal dormitory student desks with keyboard or center drawers.

Item 3: Library Shelving and Library Related Furniture

- Cantilever, reversed cantilever, four post library shelving (all of which include mobile shelving), and end panels for covering end of panels.
- Library Related Furniture, which includes but not limited to: book trucks, circulation desks, library tables, card catalogs, study carrels, storage cabinets, periodical racks, dictionary stands, and display cases.

Item 4: Lounge Furniture

- Upholstered wood, metal, or rotationally molded lounge seating which includes but not limited to: (lounge chairs, recliners, love seats, sofas, and assemblies and replacements only).
- Complimentary tables, benches, and ottomans for lounge seating. Manufacturers must have lounge seating to match tables, benches and ottomans.
- Upholstered wood or metal multiple seating, ganging seating, and tandem seating.

Item 5: Systems Furniture (Modular)

- A complete and comprehensive catalog of all systems furniture, including modular work stations, lines and accessories.
- Metal, wood or laminate modular furniture, these can include complimentary components such as keyboard drawers, task lights, tack boards, etc. and storage units.

Item 6: School Furniture (Classroom)

- Student desk, chair desks, tablet arm chairs and stools.
- Single unit pedestal teacher's desks
- Study carrels and storage cabinets
- Stacking chairs, student chairs and folding chairs
- Classroom activity, computer, folding, training tables and accessories, such as, ganging devices, electrical/data components and storage dollies.
Item 7: Freestanding/Casegoods Furniture

- A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks and tables.
- Conference room tables, lecterns, media cabinets, storage cabinets and presentation boards

Item 8: Seating

- A complete and comprehensive catalog of chairs, auditorium and general seating.
- Wood, metal or ergonomic seating which may include but limited to: executive, managerial, task, operational, stools, side, occasional, stacking, conference, and theater type seating.
- Products must meet or exceed ANSI/BIFMA requirements.

Item 9: Filing Systems and Equipment

- A complete and comprehensive catalog of filing systems including vertical and lateral files, bookcases, mobile cabinets and freestanding file cabinets.

Item 10: Technology Support Furniture

- A complete and comprehensive catalog of technology support furniture to support technology based learning environments.

**ANY PERMANENT FURNITURE INSTALLATION** for State Agencies as well as requested space alterations, attached fixtures, furnishings and erected additions must have Arkansas Building Authority (ABA) approval if:

(a) The building is owned by ABA and/or
(b) The product and installation exceeds the sum of $20,000.00.
(Excluding ABA exempt agencies)

*Note: the Americans with Disabilities ACT and the Arkansas Fire Codes must be adhered to as set forth by local and federal guidelines by the ordering entity and the vendor.*

Codes, Permits, Licenses for Permanent Installation:
Bidder must comply with all State mandatory licensing requirements prior to installation. Questions on licensing requirements should be directed to the State Licensing Board. Vendor must furnish and install all furniture and materials in compliance with all applicable codes, whether local, state, or federal; and that all permits or licenses required for installation will be obtained without cost to the State.

2.10 **PRODUCT MANUFACTURER’S SUPPLIERS**
The Product Manufacturer should submit, in an excel spreadsheet, a list of authorized dealers/distributors upon award. Only those dealers/distributors listed will be considered authorized to act on behalf of the Product Manufacturer.

2.11 **CONTRACT RENEWAL PERIOD: FURNITURE ADDITIONS/DELETIONS**
Vendors wishing to make furniture additions/changes to their contract during the contract period should be aware of the following:

Additions/changes will be allowed only once during a contract period. No price changes are allowed during this contract period.

Additions/changes must be submitted during the contract renewal period.
When requesting additions and/or changes, vendor shall submit a request either by letter or via email which shall include a list of all items being proposed for addition and/or changes.

Vendor shall submit all required documents from manufacturers supporting additions for any new items.

Product literature for addition of all new items shall also be submitted with the request.

Vendor is responsible for submitting a complete name, address, email address, phone and fax number(s) when a new dealer is added.

Suppliers may be added during the term of the contract upon the mutual agreement of the manufacturer and the Office of State Procurement.

### 2.12 PRICE LISTS AND PRODUCT INFORMATION

Vendors should provide an electronic version of the proposed price list in an Excel format or pdf on a jump drive. Also provide a dealer list, if applicable in an Excel format with "read and write" capabilities on the same jump drive. No costs or expenses associated with providing this information in the required format shall be charged to the State of Arkansas.

At the time of contract renewal vendor will furnish OSP with an updated dealer list and published price list.

### 2.13 LITERATURE

The manufacturer/dealer shall furnish price lists, catalogs, and description literature upon request by any using entity, and at no cost to the entity.

### 2.14 SPECIAL PACKAGING

Items shall be packaged and cartoned so as to protect the contents from damage during shipment, handling and storage. Shipping container shall have a label with the following information:

- Name of Receiving Agency
- Agency Purchase Order Number
- Name of Supplier
- Item Description of Contents
- Manufacturer Name
- Model Name and Number

### 2.15 WARRANTY

Manufacturers should submit a copy of their current standard warranty with bid response. Minimum acceptable warranty will be for a period of one year from the date of product acceptance by the ordering entity. Warranty shall cover defects in material and workmanship and shall cover all costs associated with the repair or replacement of defective items including labor, parts, transportation costs, travel time and expense, and any other costs associated with such repair or replacement.

If anytime during the first (1) year warranty period the product does not perform in accordance to manufacturer's specification, the successful vendor will be notified in writing. The vendor shall pick up the product at the vendor's expense, and replace with product that meets or exceeds prior assembled product. Should product performance remain unacceptable to ordering entity, entity may request a full return of the purchase price (including taxes).

### 2.16 ORDER CANCELLATION

Users of this contract are advised that orders (all or part) cancelled or returned after acceptance of requested merchandise will be subject to a restocking fee of ten percent (10%) of the invoice amount (not to exceed $500.00 per order) plus return freight charges. The amount authorized for payment of return freight will, in no instance, be more than original delivery charges documented by carrier. These charges may be applied, at the option of the supplier, to those orders which have been accepted. Orders cancelled prior to shipment or acceptance by ordering entity from the manufacturer will not be assessed charges.
OFFICIAL BID PRICE SHEET

PRICING/PERCENTAGE DISCOUNT BID

Bids will be a percentage discount off the most current Manufacturer’s Published Price List with all individual item prices reflecting the same discount offered for that section’s items in the catalog.

Percentage discount for Manufacturer’s Price List based on volume discount tiers.
Additional Pricing Sheet Provided (See page 16 of 21)

Item 1: Cafeteria Furniture

<table>
<thead>
<tr>
<th>Manufacturer’s Published Price List Effective Date:</th>
<th>Customer Purchase (at list)</th>
<th>Discount % (from list)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 - $</td>
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<tr>
<td>$ And Above</td>
<td>Negotiable</td>
<td></td>
</tr>
</tbody>
</table>

Item 2: Dormitory Furniture

<table>
<thead>
<tr>
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<th>Customer Purchase (at list)</th>
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<tr>
<td>$ And Above</td>
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</tr>
</tbody>
</table>

Item 3: Library Shelving and Library Related Furniture

<table>
<thead>
<tr>
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<tr>
<td>$ And Above</td>
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<td></td>
</tr>
</tbody>
</table>
# OFFICIAL BID PRICE SHEET

## Item 4: Lounge Furniture

**STANDARD DELIVERY LEAD TIMES**

<table>
<thead>
<tr>
<th>Manufacturer’s Published Price List Effective Date:</th>
<th>Customer Purchase (at list)</th>
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<tr>
<td>$ And Above</td>
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</tr>
</tbody>
</table>

## Item 5: Systems Furniture (Modular)

**STANDARD DELIVERY LEAD TIMES**

<table>
<thead>
<tr>
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</tr>
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</table>

## Item 6: School Furniture (Classroom)

**STANDARD DELIVERY LEAD TIMES**

<table>
<thead>
<tr>
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</tbody>
</table>

## Item 7: Freestanding/Casegoods Furniture

**STANDARD DELIVERY LEAD TIMES**

<table>
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OFFICIAL BID PRICE SHEET

Item 8: Seating

<table>
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</table>

Item 9: Filing Systems and Equipment

<table>
<thead>
<tr>
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Item 10: Technology Support Furniture

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### ADDITIONAL PRICING SHEET

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</table>
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 State of Arkansas.

2. ACCEPTANCE AND REJECTION: The state 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 state.

3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement 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. 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.

4. PRICES: Bid unit price F.O.B. destination. 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 thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. 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. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state 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.

7. GUARANTRY: 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.

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and 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.

9. 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.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. 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.

12. AWARD: Term Contract: 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 the ordering agency. Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency'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 Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. 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 the Office of State Procurement 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 Office of State Procurement and ordering agency 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.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency’s purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of 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.

20. 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 the state, be kept confidential, be used only as expressly authorized and returned at the contractor’s expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys’ fees, arising from infringement of patents or copyrights.

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

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state 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 the state. If the state 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.

25. DISCREDIT: 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; (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 any subcontractor or vendor.

26. 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.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas 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.

28. 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.
**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 NAME:**

- [ ] Yes  [ ] No

**TAXPAYER ID NAME:**

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

**YOUR LAST NAME:**

**FIRST NAME:**

**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</th>
<th>For How Long?</th>
<th>What is the person(s) name and how are they related to you?</th>
</tr>
</thead>
<tbody>
<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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<td>State Employee</td>
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</tbody>
</table>

- [ ] None of the above applies

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**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</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>
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Rev. 08/20/07
Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature__________________________ Title__________________________ Date__________________________

Vendor Contact Person__________________________ Title__________________________ Phone No.__________________________

Agency use only

Agency Number_____ Agency Name__________________________ Contact Person__________________________ Phone No.__________________________ or Grant No.______

Rev. 08/20/07