# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>Purchasing Authority</td>
<td>4</td>
</tr>
<tr>
<td>Purchase Request Prior to Commitment</td>
<td>4</td>
</tr>
<tr>
<td>Selling to State after Termination of Employment is Prohibited</td>
<td>4</td>
</tr>
<tr>
<td>Disclosure of Benefits Received from Contracts</td>
<td>5</td>
</tr>
<tr>
<td>Disclosure Certification</td>
<td>5</td>
</tr>
<tr>
<td>Small Purchase</td>
<td>5</td>
</tr>
<tr>
<td>Estimate Purchase Request</td>
<td>6</td>
</tr>
<tr>
<td>Bid Procedures</td>
<td>6</td>
</tr>
<tr>
<td>Exceptions to Bid Requirements</td>
<td>7</td>
</tr>
<tr>
<td>State Purchasing Contract Items</td>
<td>8</td>
</tr>
<tr>
<td>Printing</td>
<td>9</td>
</tr>
<tr>
<td>Business Cards</td>
<td>9</td>
</tr>
<tr>
<td>Name Tags</td>
<td>9</td>
</tr>
<tr>
<td>Surplus Property</td>
<td>10</td>
</tr>
<tr>
<td>Office Machine Repairs and Maintenance Service</td>
<td>10</td>
</tr>
<tr>
<td>Receiving Orders</td>
<td>10</td>
</tr>
<tr>
<td>Construction, Renovation, or Remodel</td>
<td>11</td>
</tr>
<tr>
<td>Registration Fees, Hotel, Room Charges &amp; Airfares</td>
<td>11</td>
</tr>
<tr>
<td>Meal Reimbursement</td>
<td>11</td>
</tr>
<tr>
<td>Food &amp; Drinks for Meeting</td>
<td>12</td>
</tr>
<tr>
<td>Payments</td>
<td>12</td>
</tr>
<tr>
<td>Ethics, Gratuities and Kickbacks</td>
<td>12</td>
</tr>
<tr>
<td>Equipment Purchases/Inventory Procedures</td>
<td>13</td>
</tr>
<tr>
<td>Professional and Consultant Services</td>
<td>14</td>
</tr>
<tr>
<td>Process of Entering Requisitions</td>
<td>15</td>
</tr>
<tr>
<td>Print Requisitions</td>
<td>17</td>
</tr>
<tr>
<td>Food Items Request for Meetings</td>
<td>18</td>
</tr>
<tr>
<td>Contract Grant Disclosure Certification Form</td>
<td>19</td>
</tr>
</tbody>
</table>
This manual is intended to benefit those employees who are involved in the requisitioning of supplies and services within the College. It should serve as a reference source for official policies and procedures and also serve as a vital function of informing personnel of proper requisitioning procedures.

Due to the constant changes in laws, regulations, policy, etc., it would be impossible to cover every requirement or situation involved in the purchasing process. This material is being made available in a form more responsive to change and only provides brief guidance for normal process and is subject to change at any given time. If a specific type of process or requirement is not covered in this manual, please contact the Purchasing Department for information.
PURCHASING

PURCHASING AUTHORITY

All purchases, rentals, leases, and lease/purchases to which the College is party are subject to regulations and procedures as stipulated in the Arkansas statutes. All types of purchases, regardless of the source of funds, are subject to these regulations and procedures and require prior approval of the Purchasing Department. The Purchasing Official and Purchasing Agent are the purchasing authorities for the College. Purchases not authorized by this department are not legal obligation of the College. Any individual making a purchase without proper authority first being given is assuming a personal obligation to the vendor for which he/she may be held personally liable.

PURCHASE REQUEST PRIOR TO ANY COMMITMENT

Accountability is a must; a requisition and supporting documentation must be approved by the SEARK Purchasing Department prior to any commitment that would result in the expenditure of funds. Individuals should use caution when researching or inquiring about services or products with any vendor. A simple conversation can sometimes be easily interpreted by a vendor/contractor as an obligation by SEARK for the product or service.

SELLING TO STATE AFTER TERMINATION OF EMPLOYMENT IS PROHIBITED

(1) It shall be breach of ethical standards for any former employee, unless the former employee’s last annual salary did not exceed ten thousand five hundred dollars ($10,500), to engage in selling or attempting to sell commodities or services, including technical or professional consultant services, to the state for one (1) year following the date employment ceased.
(2) As used in the subsection, “sell” means:
(a) Signing a bid, proposal, or contract;
(b) Negotiating a contract;
(c) Contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract;
(d) Settling disputes concerning performance of a contract; or
(e) Any other position with activity toward the ultimate consummation of a sale through the actual contract for the sale is subsequently negotiated by another person.

DISCLOSURE OF BENEFITS RECEIVED FROM CONTRACTS

All personnel are to be informed that Arkansas Act 483 of 1979, as amended requires any individual drawing a salary from a State Agency who has or obtains any benefit from any State or SEARK Contract with a business in which the employee or a member of his/her immediate family has a financial interest, shall report such benefit to the Department of Finance and Administration. The Act covers, in great detail, ethics in public contracting and penalty for violation of any of the provisions. When suggesting a vendor, do not list any known business in which SEARK employees have any known financial interest.

DISCLOSURE CERTIFICATION

In compliance with the requirement of Governor’s Executive Order 98-04 and the regulations resulting from such any Contract executed by Southeast Arkansas College, which exceeds $25,000, shall require the contractor/individual to disclose information as required. (pg 19-20) A Purchase Order is considered a legal Contract. This requirement is for each individual transaction exceeding $25,000.

SMALL PURCHASE
Purchases for most commodities and services totaling $5,000 or less (small orders) including freight but excluding sales tax may be made without bid procedures, except for printing and state contract items. Although bidding is not required, departments are advised to exercise prudent judgment in securing the best price.

**Circumventing the $5,000 limit by repeated small quantity procurement of like items is prohibited and will not be allowed.**

See “Process for Entering Requisitions” pages 15-17

---

**ESTIMATED PURCHASE REQUEST**

On some occasions the total cost of a product or service cannot be determined at the initial date of need. In these type situations a requisition with the estimated dollar amount should be processed to insure that all proper laws regulations/procedures are followed and funds are available and reserved to pay for the obligation. When the invoice is received and the actual dollar amount is determined, an adjustment will be made to the original estimate for payment.

---

**BID PROCEDURES**

(1) Competitive Bids

With a few exceptions, all purchases for commodities and services exceeding $5,000 in total cost, not including sales tax, are subject to bid procedures. Purchases for normal commodities and services that total over $5,000 but not over $25,000 will be awarded by use of Competitive Bid procedures. Competitive bidding is a method of procurement which requires obtaining bids by: (a) direct mail request, (b) fax, (c) telephone to bidders and obtaining written set prices of each item, or (d) e-mail. This procedure can normally be accomplished within five (5) working days but can take longer depending upon the complexity of the product required. Once a minimum of three bids is received, a requisition is processed and turned into the Purchasing Department along with the documentation of the product requested and the response of bidders.
(2) Competitive Sealed Bids

Purchases totaling more than $25,000 for commodities and services require formal **Competitive Sealed Bid** procurement to be accomplished by the Purchasing Department. This procedure requires a newspaper advertisement and takes a minimum of twenty (20) days, normally longer. Individuals requisitioning commodities and services of this nature should allow time for the above procedure when anticipating their departmental needs.

The individual requesting the item is responsible for furnishing, to the Purchasing Department, a detailed description for each item to be purchased.

**EXCEPTIONS TO BID REQUIREMENTS**

There are a few circumstances and items for which Arkansas Purchasing Law provide exceptions to all or part of the bid requirements. Please note that failing to anticipate needs due to poor planning is **NOT** an exception.

**NOTE:** Exempt Commodities or Services do not exclude the approval of a Purchase Order prior to the acquisition of commodities or service.

Certain purchases, which may be authorized by the Purchasing Official without bid procedures are as follows:

(1) Exempt Commodities and Services:
   (a) Advertising in newspapers and related publications, television, radio, and billboards;
   (b) Freight and storage charges;
   (c) Licenses;
   (d) Maintenance of office machines and technical equipment;
   (e) Membership in professional, trade, and other similar associations;
   (f) Postage;
   (g) Published books, manuals, maps, films, technical pamphlets, and copyrighted educational aids for use in libraries and other informational or instructional purposes, in instances in which other applicable laws do not provide a restrictive means for the acquisition of same;
   (h) Service of some visiting speakers, lecturers and performing artists (see Professional and Consultant Services pg 14);
(i) Travel expenses, such as room and board and transportation charges;
(j) Utilities
(k) Gasoline credit card purchases;

(2) Emergency procurement for the acquisition of commodities, which, if not immediately initiated, will endanger human life, health, College property, or functional capability of the College. All emergency procurements shall be approved in advance, whenever possible, by the Purchasing Official. When the emergency procurement is estimated to exceed $5,000 in cost, a minimum of four (4) competitive bids, whenever possible must be obtained.

(3) Commodities obtained solely from a Federal Government Agency.

(4) Items under State Purchasing Contracts. These items cannot be purchased from a source other than the contract holder.

STATE PURCHASING CONTRACT ITEMS

“State Contract” means a contract for the procurement of commodities or services awarded by the State Procurement director. This means the State Procurement has issued a bid for a commodity, and an award is made to a vendor locking in a price for that commodity. The vendor awarded the contract MUST be used when purchasing State Contract items.

For a list of items under “State Contracts” go to:

www.arkansas.gov/dfa/procurement/pro-contracts.html

Commodities may be added to or deleted at any time by the State Procurement Director.

Nearly all office supplies, regardless of intended use, must be purchased from the State Contract holder. Office supplies and any other contracted item cannot be purchased from any other source.
PRINTING

All printing, regardless of the cost, must be processed through State Contract, State Agency or bid process. The printing criteria are as follows:

1. Uses commercial printer’s ink. The use of a soy ink product is REQUIRED for printing.
   a. Not toner or inks for inkjet printers, etc.
2. Uses a commercial printing press
   a. Not a digital printer or copy machine
3. Produces on paper
   a. Not plastic, canvas, etc….

If printing is required from an outside source, other than State Contract or by another State Agency, a minimum of three (3) bids is required. If any employee abuses the State required bidding process for printing, the Purchasing Office will secure the bids. A requisition must be done and sent to the Purchasing Department along with all bids received and the material specifications for approval. Request bids far enough in advance to allow time for the bidding process. **State regulations absolutely prohibit the College from approving payments for printing that were not procured by authorized purchasing procedures.**

BUSINESS CARDS

Business Cards are purchased through U of A Cooperative Extension Service. All business cards have the College logo on the lower right corner in teal and black and Southeast Arkansas College across the top. All cards are the same format with individual information as requested.

NAME TAGS

Name Tags are ordered through Human Resources. Names tags will have SEARK logo with the faculty/staff’s name and title. There are two (2) types of name tag fasteners you may order: pin or magnetic. Name tags with pin
fasteners are ordered at no charge. The magnetic fasteners have a charge of $5.00, which must be paid in advance to Human Resources.

**SURPLUS PROPERTY**

Departments may procure needed commodities available at the State of Arkansas Marketing and Redistribution located at 6620 Young Road in Little Rock and Federal Surplus Property Division located at 8700 Remount Road in North Little Rock. Departments sending individuals to shop at the surplus property agency must be listed on an “approval” listing. If any items are obtained, a requisition is to be completed from the receipt copy.

**OFFICE MACHINE REPAIR AND MAINTENANCE SERVICE**

The typical office machine repair is covered by a “maintenance contract.” Most equipment covered by this type of service has a sticker with the name of the company, phone number, serial number of the equipment, etc. affixed in a very visual location on the equipment. In these cases the individual departments call the required service directly into the servicing company. All other types of repairs and services of office machines must be approved through the Purchasing Department. If the repair/service cost is not known at the time of need then a requisition with an estimated dollar amount must be processed prior to any repairs or service being done.

**RECEIVING ORDERS**

**First rule--Do not accept any item.** ALL deliveries MUST go through Shipping and Receiving. If a delivery is being attempted at your department, direct that person to receiving even if the order is for your department.

Employees signing for deliveries that are for other departments may be responsible for the delivery of that item. When employees in the department sign for deliveries, the order is not received in the computer system and we have no record of receiving the order.
CONSTRUCTION, RENOVATION, OR REMODEL

The Physical Plant Director is responsible for all new construction, renovation or remodel of all College buildings and grounds. This responsibility covers everything from the construction of a new building to the relocation of an electrical outlet.

All requests from departments that are for construction, renovation remodel or for products that will require construction, renovation or remodel for their installation will be directed to the Physical Plant Director for approval and processing. The process can require several layers of approvals depending on the nature of the project, source of funds, and total estimated cost.

Always contact the Physical Plant Director for assistance in this type of request.

REGISTRATION FEES, HOTEL ROOM CHARGES & AIRFARES

SEARK College has a state issued Travel Card for the purpose of registration fees, hotel room charges, and airline fees. When using the Travel card, all documentation must be turned in with the requisition to the Purchasing Department prior to the trip. If an employee pays the expense and requests reimbursement, a requisition must be done prior to the trip and a TR1 turned in upon return. The requisition must include the employee the charges are for, dates, location and name of meeting hotel, airline, and meeting agenda.

MEAL REIMBURSEMENT

When a registration fee for a meeting or conference includes a meal or meals, the employee will not receive any reimbursement for that/those meal(s) should the employee choose to eat elsewhere.

A requisition MUST be done prior to the travel and a TR1 turned in upon your return. When determining the amount of reimbursement allowed for meals outside of Arkansas go to:
http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0

For the in-state reimbursement of $49, $9 is allowed for breakfast, $11 is allowed for lunch, and $29 is allowed for dinner. For per diem rates that are different from the $49, a percentage rate of 18%, 23%, and 59% will be applied respectively.

Reimbursement will not be allowed when there is not an overnight stay. A copy of the agenda must be attached to the TR1 for reimbursement of meals.

**FOOD & DRINKS FOR MEETINGS**

Requisitions for food catering/services for a meeting must be done prior to the event. Include on the requisition the name and date of the event.

When generating a requisition for drinks, list the type and quantity you are requesting. Fill out the “Food Item Request for Meeting” form (pg. 18) and attach to the requisition. The Physical Plant Director will fill the drink and non-perishable items.

**PAYMENTS**

The Business Services Accounts Payable Office is responsible for the production of all checks. Before any check can be written, a signed “receiving copy” and a proper invoice from the vendor must be received in the Accounts Payable Office.

When submitting requisitions for items to be paid in advance, such as registrations, memberships, subscriptions, etc., allow enough time for the approval process. Attach to the requisition documentation stating the cost of the items. Take in consideration a Purchase Order is processed prior to the check.

**ETHICS, GRATUITIES AND KICKBACKS**
Arkansas Code 19-11-704, General Standards of Ethical Conduct state that “Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee’s duties is a breach of public trust.”

Arkansas Code 19-11-707 Gratuities and Kickbacks state “It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specifications or procurement standard, rendering of advice investigation, auditing, or in any other advisory capacity in any proceeding or applications, request or ruling, determination, claim, or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.”

Arkansas Code 19-11-70, Penalties state that “Any employee or non-employee who shall knowingly violate any of the provision of this subchapter shall be guilty of a felony and upon convictions shall be fined in any sum not to exceed ten thousand dollars ($10,000) or shall be imprisoned not less that one (1) nor more than (5) years, or shall be punished by both.”

**EQUIPMENT PURCHASES/INVENTORY PROCEDURES**

Equipment is defined to be “all tangible property with a total unit cost of $2,500 or more and a normal usage of two (2) years.” This is the general guideline for placing items on the school’s inventory; however, there are items that are considered to be high pilferage items that need to be accounted for in the same manner as well as items purchased in groups, i.e. chairs, desks, etc. that have a relatively small cost individually but collectively need to be accounted for on an inventory.

When an item is deemed to be worth inventorying, a tag number is assigned by Business Services and the maintenance personnel physically tag the item. At this point the item is in the department that it was purchased for and becomes the responsibility of that department.
At the end of each semester each department will receive a copy of their inventory to check and make additions or deletions to. Where did it come from?, or where did it go?, are questions you will have to answer. A faculty/staff member in that department attesting to its accuracy will sign the inventory check sheet.

To remove an item from inventory a Buildings & Grounds Maintenance Department Work Request with all pertinent information (inventory tag number, model number, serial number, etc.) needs to be submitted to Physical Plant Director. If items are stolen, contact Business Services in a timely manner for the necessary paperwork. This is absolutely necessary for audit purposes.

Equipment is not to be taken off campus unless it’s an emergency situation. There is a Use of Equipment form available in Business Services that must be completed and approved prior to the removal of any equipment from campus.

**PROFESSIONAL AND CONSULTANT SERVICES**

Professional services consist of personal services, which are professional in nature, of an individual or individuals who are not employees of the State of Arkansas. The purchase of professional and consultant services up to $5,000 can be accomplished by use of a Purchase Order. Services exceeding $5,000 in fees require the utilization of a Professional/Consultant Services Contract and the Professional/Consultant Services justification form, in addition to regular purchasing procedures. These contracts are subject to review and advice by the Department of Finance and Administration, Legislative Council or Joint Budget Committee Review. Services exceeding $25,000 are subject to review and advice by the Legislative Council. If contracts are subject to the review and advice process, departments are advised to contact the Purchasing Department sixty (60) working days in advance of the need for services involving expenses $5,000 to $25,000 and ninety (90) working days in advance for services involving expenses over $25,000.
PROCESS OF ENTERING REQUISITIONS

Log into Datatel with your login ID & password.
APPS (up at top menu bar) should be set to CF

“Double Click” open PU (Purchasing) Folder
“Double Click” open REQ (Requisition) Folder
“Double Click” on REQM (Requisition Maintenance)

Type an “A” to add a Requisition
Press OK or <ENTER> to assign automatically
Click on OK
Click OK
Click “Y”

<ENTER> Requisition Date (defaults to today’s date)

Type the name of the person in the Initiator field, <ENTER> Click to select & then save. (The Initiator is the person who is requesting the order)

<ENTER> through Desired Date

Type Vendor ID (enter Vendor Name) & <ENTER> Click to select & then save. If the Vendor is not found email Alice Weatherly & she will set the Vendor up for you.

Do not enter vendor name in the name field!!!

Type “01” in Ship To (this will bring up our shipping address)

Type three periods (...) in the Ship Via field, (this will bring up how you would like to ship what you are ordering). Click to select & then save.
Type the name of the person in the Buyer field, <ENTER> Click to select & then save. (The Buyer is the person creating the Requisition)

<ENTER> through Expire Date
<ENTER> through AP Type
<ENTER> through Inventory Store
<ENTER> through Maintenance Date
<ENTER> through Terms
<ENTER> through FOB
Enter through Commodity field

Click the down arrow in the Line Item (this will take you into the RQIL-Requisition Item List).

Click the down arrow in Line Item 1 (this will take you into RQIM-Requisition Item Maintenance).

Type three periods (…) in the Commodity Field, Click on “Y”, Click to select the Commodity Code, then Click to save. (Reference the Procurement Code instruction sheet for a detailed explanation of these Codes).

<ENTER> through the Inv Item

Type the Order Number & Description of the first item you are ordering in the Description Field.

Type Est. Price.

Type Quantity you are ordering.

Type Unit of Issue OR three periods (…) then Click to select & then save.

<ENTER> through Trade Disc Amt
<ENTER> through Trade Disc Pct
<ENTER> through Work OR/Type/Flg fields
<ENTER> through Tax Codes

Type GL Account Number OR three periods (…) then Click to select & then save.
<ENTER> through the rest of the screen (you may stop and add Comments if you like) the Click Update. Now you are ready for the second line item, just as you did before for the first item.

When you finish entering all of the line items for the order, Click Cancel (the red X at the top of the screen), then click Cancel in the Alert Window.

Now you are back at the RQIL Screen (Requisition Item List), all of the line items you entered will now appear with a Requisition total at the bottom.

Click to Save
Click to Update

Now you are back at the **REQM** screen

You can add Comments in the Printed Comments Field, such as fax #, mail check…… (Comments will print on the Requisition & Purchase Order)

**Type “Y” in Requisition Done** field at the bottom of the screen

Click Update

You will receive the Requisition Number. Make a note of the number assigned & click OK.

Click Finish

**PRINT REQUISITION**

Now it is time to Print the Requisition, 
Click **RQSP**
Type in the Requisition Number you want to print
Click on Save
Click on Update
Output Device should be changed to “H”
Click Save
Click Update
You will see the complete Requisition on your screen, click the print local icon and your requisition will print
FOOD ITEMS -- REQUEST FOR MEETING

Dept.: ______________________ Contact Person: ______________________

Date: ______ Time: ________ Location: ____________________________

# To attend (include staff/faculty): ________________________________

GL Account # charged: ________________________________

Non-perishable items: (Req # _______ PO # ______)
Vendor: U.S. Bank Purchasing Card

Drinks (list how many of each):

<table>
<thead>
<tr>
<th>Request (for meeting)</th>
<th>Used (After meeting)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cokes</td>
<td></td>
</tr>
<tr>
<td>Diet Coke</td>
<td></td>
</tr>
<tr>
<td>Dr Pepper</td>
<td></td>
</tr>
<tr>
<td>Diet Dr Pepper</td>
<td></td>
</tr>
<tr>
<td>Sprite</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Other Items (check items needed): ______ Plates
______ Napkins
______ Plasticware
______ Other __________________
______ Other __________________
Perishable Food: (Req #_______ PO # _____)

Vendor: _________________________________________________
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:  

<table>
<thead>
<tr>
<th>IS THIS FOR:</th>
<th>Goods?</th>
<th>Services?</th>
<th>Both?</th>
</tr>
</thead>
</table>

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? From MM/YY To MM/YY</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>
<th>Person’s Name(s)</th>
<th>Relation</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Assembly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constitutional Officer</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>State Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</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? From MM/YY To MM/YY</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>
<th>Person’s Name(s)</th>
<th>Ownership Interest (%)</th>
<th>Position of Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Assembly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constitutional Officer</td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ None of the above applies
Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

Signature___________________________________________Title_______________________Date_________________
Vendor Contact Person________________________________Title_________________________Phone No._________

Agency use only
Agency Number______ Name___________________ Agency Number______ Name___________________
Contact Person____________________ Phone No.__________ or Grant No._______