



**BID RESPONSE PACKET**  
***Bid # UAPB A205***  
***JBJ Dormitory Shower Repair***

## **BID SIGNATURE PAGE**

*Type or Print the following information.*

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual  <input type="checkbox"/> Partnership </div> <div> <input type="checkbox"/> Sole Proprietorship  <input type="checkbox"/> Corporation </div> <div> <input type="checkbox"/> Public Service Corp  <input type="checkbox"/> Nonprofit </div> </div>				
Minority and Women-Owned Designation*:	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Not Applicable  <input type="checkbox"/> African American </div> <div> <input type="checkbox"/> American Indian  <input type="checkbox"/> Hispanic American </div> <div> <input type="checkbox"/> Asian American  <input type="checkbox"/> Pacific Islander American </div> <div> <input type="checkbox"/> Service Disabled Veteran  <input type="checkbox"/> Women-Owned </div> </div>				
	<div style="display: flex; justify-content: space-between;"> <div>AR Certification #: _</div> <div>* See <i>Minority and Women-Owned Business Policy</i></div> </div>				

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.  <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

ILLEGAL IMMIGRANT CONFIRMATION
<p>By signing and submitting a response to this <i>Bid Solicitation</i>, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.</p>

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
<p>By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.</p> <p><input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.</p>

***An official authorized to bind the Prospective Contractor to a resultant contract must sign below.***  
The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the **Prospective Contractor's bid to be rejected:**

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **PROPOSED SUBCONTRACTORS FORM**

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

**PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

*Type or Print the following information*

<b>Subcontractor's Company Name</b>	<b>Street Address</b>	<b>City, State, ZIP</b>

☐ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

## UAPB SPECIFICATIONS IFB # UAPB A205

Please duplicate the enclosed label and affix to the outside of your sealed submittal envelope/package or cut along the outer border and affix this label to the outside of the submittal envelope/package to identify it as a "Sealed Bid/Proposal". Be sure to include the name of the company submitting the response where requested.

### SEALED BID/PROPOSAL \* DO NOT OPEN

**TITLE:** Invitation for Bid – JBJ Dormitory Shower

**Bid Number:** IFB# UAPB A205

**Bid Open:** Tuesday, July 1, 2025 @ 11:00 A.M.

**Submitted By**

**Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

#### Contact and Delivery Information Contact

lewisal@uapb.edu

870.575.8735

Purchasing Department Room 102  
1200 N. University Drive  
Pine Bluff, AR 71601

## **VENDOR REFERENCES**

Please list below at **least two (2) references** where delivery has been made of the type of merchandise you are proposing.

### **Vendor (1)**

Company Name \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City & State \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_  
\_\_\_\_\_

### **Vendor (2)**

Company Name \_\_\_\_\_

Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

City & State \_\_\_\_\_

Contact Person: \_\_\_\_\_

A vendor whose bid is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experiences, and the organization and merchandise he has available to meet this request.

## **SUBSTITUTIONS ("OR EQUAL")**

- A. These specifications are intended to establish a minimum desired quality or performance level, or other minimum dimensions and capabilities, which will provide the best product available at the best price. When a brand and/or model is designated, and a bidder offers other than the designated brand and/or model the other than designated brand and/or model, must be listed; specifications and descriptive literature provided; and, if requested, a sample made available for testing. **Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.**
- B. When proofs of compliance for materials and equipment are called for in the technical specifications or requested by the University of Arkansas at Pine Bluff, such proofs of compliance shall be furnished by the vendor by supplying the following:
1. Certificates of compliance from the manufacturer
  2. Mill Certificates
  3. Testing laboratory certificates
  4. Report of actual laboratory test

## **SUBSTITUTE/ALTERNATE PRODUCTS:**

- C. Bidders are advised that they may bid other than specified however, it must **meet or exceed the specifications as herein listed and color brochures and fact sheet (specification) must be included**

**with your bid response.** If bidder takes no exception to specifications, they will be required to furnish material and/or equipment according to the brand names, etc., as specified.

\_\_\_\_\_ **Check if bidding brand specified**

\_\_\_\_\_ **Check if bidding substitute**

**Name of brand substituted:** \_\_\_\_\_

**Brand names listed are for “specification only” not as statement of preference.**

**BID FORM  
Section 00410**

**Bid Time: 11:00 a.m.**

Bid Date: See cover of Bid  
Location Room:102, Administration Building  
1200 N. University Drive  
Pine Bluff, AR 71601

BID FROM \_\_\_\_\_  
\_\_\_\_\_

BID TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas at Pine Bluff (UAPB)

PROJECT: **UAPB A205 JBJ Dormitory Shower Repair**

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid of:

\$ \_\_\_\_\_  
\_\_\_\_\_ Dollar Amount To Be Shown Numerically

- [2. Allowances: Allowances described in Section 01200 are included in the Bid Price.]  
[3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amount is to be shown numerically.

\_\_\_\_\_; \_\_\_\_\_ (\$ \_\_\_\_\_)  
\_\_\_\_\_; \_\_\_\_\_ (\$ \_\_\_\_\_)  
\_\_\_\_\_; \_\_\_\_\_ (\$ \_\_\_\_\_)  
\_\_\_\_\_; \_\_\_\_\_ (\$ \_\_\_\_\_)

- [4. Ark Code Ann. § 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. **FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID. REFER TO SPECIFICATIONS SECTION 01 526).

\_\_\_\_\_)  
Dollar Amount Is To Be Shown Numerically

5. **Completion Time;** Bidder agrees that the work will be substantially complete and ready for final payment in accordance with the Contract Documents within thirty (30) days consecutive calendar days of the date established in a written notice to proceed.



6. The undersigned, in compliance with the Contract Documents for the construction of the abovenamed project, does hereby declare;
  - a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.
  - b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within ten (10) days after receipt of the Intent to Award, will commence work within **Five (5) days** after the date of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of **Dollars (\$100.00)** for each calendar day of delay until the work is completed or accepted.
  - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within Ten (10) days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
  - d. That this bid may not be withdrawn for a period of Thirty (30) days after the bid opening.
  - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
  - f. The names of subcontractors **required to be listed by law and this bid document** and the nature of the work to be performed by each one have been included on the Bid Form
  - g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by [Ark. Code Ann. § 22-9-30 or the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates] and any other applicable federal regulations.
  - h. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.
7. The following documents are attached to and made a condition of this Bid.
  - a. Bid security.
  - b. Listing of Mechanical, Plumbing, Electrical, Roofing / Sheet Metal Subcontractors, **as required by law, and any other, if required by this document.**

8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**9. LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS**

**IN CONJUNCTION WITH ARKANSAS CODE ANN. 22-9-204** ALL MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING/**SHEETMETAL** SUBCONTRACTORS SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUB CONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.

Indicate the Name(s), of each entity performing the listed work:

**MECHANICAL:** (Indicative of HVAC)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes \_\_\_\_ No \_\_\_\_

**PLUMBING:**

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes \_\_\_\_ No \_\_\_\_

**ELECTRICAL:** (Indicative of wiring and illuminating fixtures)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes \_\_\_\_ No \_\_\_\_

**ROOFING AND SHEETMETAL** (Indicative of roofing applications)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes \_\_\_\_ No \_\_\_\_

Respectfully Submitted:

\_\_\_\_\_  
Name of Bidder (Typed or Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_

BY: (Signature and Title)

\_\_\_\_\_  
**Contractor's Joint Venture License Number(s) or Contractor's License No.**

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Vendor ID Number

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Federal ID Number or Social Security Number

**AGREEMENT FORM**  
**Section 00513**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as the Contractor, and the University of Arkansas Board of Trustees acting for the University of Arkansas at Pine Bluff, hereinafter referred to as Owner.

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Jefferson County, designated as

**Project: Bid# UAPB A205 JBJ Shower Repair**

Project Name: **Bid # UAPB A205 JBJ Shower Repair**, University of Arkansas at Pine Bluff, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the UAPB Procurement Department located in Pine Bluff, Arkansas. The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the Owner and the Design Professional. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within **Five (5) calendar days after a Notice to Proceed is issued and to complete the work within \_\_\_\_\_ DAYS consecutive calendar days** of the start date established by the Notice To Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. 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 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.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

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

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the UAPB Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR**

BY: \_\_\_\_\_

TITLE:

ADDRESS:

DATE:

Current Ark. Contractor's  
License No. If over \$20,000 \_\_\_\_\_

NAME:

WITNESS:

Affix Corporate Seal (if any)  
Address:

The Board of Trustees of the University of Arkansas acting for and on behalf of the  
University of Arkansas at Pine Bluff

BY: \_\_\_\_\_

Vice Chancellor for Finance and Administration

DATE: \_\_\_\_\_

**END OF DOCUMENT**

i.

**AUTHORIZED SIGNATURE REPRESENTING BIDDING COMPANY**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip Code

Telephone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_



## **ADDENDA:**

I/We do hereby acknowledge receipt of the following **addendum or addenda (if any):**

No. \_\_\_\_\_

Dated \_\_\_\_\_

No. \_\_\_\_\_

Dated \_\_\_\_\_

No. \_\_\_\_\_

Dated \_\_\_\_\_

No. \_\_\_\_\_

Dated \_\_\_\_\_

No. \_\_\_\_\_

Dated \_\_\_\_\_

## DETAILED COST SHEET

This sheet MUST be completed also and returned with the other required documents.

**GRAND TOTAL:** All Tiles with installation, etc. \$\_\_

### BREAKDOWN OF THE ABOVE COST

All Tiles (all locations) \$\_\_

Installation Cost \$\_\_

Removal of Existing Tiles \$\_\_

Tax \$\_\_

Labor \$\_\_

Other (explain) \$\_\_

**All cost for which the University will be billed must be included above.**

## 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

TAXPAYER ID NAME: ☐ IS THIS FOR:  
☒ Goods? ☒ Services? ☐ Both?

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

Position Held	Mark ( )		Name of Position of Job Held [senator, representative, name of board/ commission data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

### FOR AN ENTITY (BUSINESS)\*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission

Position Held	Mark ( )		Name of Position of Job Held [senator, representative, name of board/commission data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest 1%	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

**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

Agency  
Contact Person

Contact  
Phone No.

Contract  
or Grant No.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check <b>only one</b> of the following seven boxes.  <input type="checkbox"/> In dividend sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C: C corporation, S: S corporation, P: Partnership) <b>▶</b> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) <b>▶</b> _____	4 Exemptions (codes apply only to certain entities, not individuals: see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(App s to accounts mainl JJJf&amp;d outside tho U.5.)</i>
5 Add res (n umber, st reet, and ap t. or sui te no. ) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

II-III

or  
Emp lover identification number

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered -On this s form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instruction s. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ►

Date 

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT(interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.  
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated §25-1-503.
2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.  
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated §19-11-105.
3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.  
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated §25-1-1102.
4. **Scrutinized Company Restriction:** Required with bid or proposal submission.  
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: \_\_\_\_\_ Description: \_\_\_\_\_

Agency Name: University of Arkansas at Pine Bluff

Vendor Number: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date