ATTACHMENT A

## Contractor Integrity

_____, hereinafter referred to as the CONTRACTOR, agrees to and certifies that:

1. DEFINITIONS

   a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Owner.

   b. "Consent" means written permission is signed by a duly authorized officer or employee of the Owner, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Owner shall be deemed to have consented by virtue of execution of this agreement.

   c. "Contractor" means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than a five (5) percent interest.

   d. "Financial Interest" means:

      (1) Ownership of more than five (5%) percent interest in any business; or
      (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

   e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The CONTRACTOR shall maintain the highest standards of integrity in the performance of his agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Owner.

3. The CONTRACTOR shall not disclose to others any confidential information gained by virtue of this agreement.

4. The CONTRACTOR shall not, in connection with this or any other agreement with the Owner, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner.

5. The CONTRACTOR shall not, in connection with this or any other agreement with the Owner, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity

for the benefit of or at the direction or request of any officer or employee of the Owner.

6. Except with the consent of the Owner, neither the CONTRACTOR nor anyone in privity with the CONTRACTOR shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Owner and, the CONTRACTOR shall not have a financial interest in any other contractor, subcontract, or supplier providing services, labor, or material on this project.

8. The CONTRACTOR, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Owner in writing.

9. The CONTRACTOR, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the CONTRACTOR has not violated any of these provisions.

10. The CONTRACTOR shall, upon request of the Office of State Inspector General or the Owner, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the CONTRACTOR of, concerning, and referring to this agreement with the Owner or which are otherwise relevant to the enforcement of these provisions.

CONTRACTOR:

By:

WITNESS:

State of County of
Sworn and subscribed to before me this date ____ of _____ __, 2009
Notary Public:
My Commission Expires:

**Note: This document must be completed, signed, notarized, and returned with your bid.**