



**UNIVERSITY OF CENTRAL ARKANSAS**  
**PROCUREMENT OFFICE**  
**201 DONAGHEY AVENUE WINGO HALL STE. 113**  
**CONWAY, AR 72035**

**REQUEST FOR PROPOSAL**

**RFP#UCA-26-001**  
**International Student & International Student Athlete Medical**  
**Insurance**

**PROPOSALS MUST BE RECEIVED BEFORE:**  
**9:00 A.M. Central Time on Thursday, May 1, 2025**

**Proposal Delivery and Opening Location**

University of Central Arkansas  
201 Donaghey Ave.  
Wingo Ste.113  
Procurement Dept.  
Conway, AR 72035  
Attn: Meghan Cowan

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED  
ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE  
PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND  
COMPANY'S RETURN ADDRESS

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

### **Proposal Due Date & Submission:**

The deadline for receipt of proposals is no later than 9:00 a.m. (CST) May 1, 2025. Please send one (marked "original") hard copy, five (5) electronic copies (clearly identified) and one (1) redacted electronic copy on flash drives of your organization's proposal to:

University of Central Arkansas  
Procurement Department  
201 Donaghey Ave. Wingo 113  
Conway, AR 72035  
Attn: Meghan Cowan

Addendum or amendments, if any, shall be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for the rejection of the proposal.

**COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES. Cost Proposal must be enclosed in a separate sealed envelope and marked as such. Any reference to cost(s) included with the technical/business proposal will result in offeror's proposal being rejected. The technical/business proposal will be evaluated prior to the cost proposal contents being reviewed.**

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Procurement indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement, or an employee of the campus will be disregarded.

### **Issuing Officer:**

Meghan Cowan, Assistant Director of Procurement  
Phone: (501) 450-3173  
Email: [meghanp@uca.edu](mailto:meghanp@uca.edu)

### **Contract Administrator and Project Officer:**

Ashley Pettingill, Director of Center for Global Learning & Engagement  
Phone: (501) 852-2434  
Email: [apettingill@uca.edu](mailto:apettingill@uca.edu)

### **Anticipated Procurement Timeline:**

The timeline below is to be followed by all parties. The University of Central Arkansas reserves the right to change or modify the dates below as necessary:

	Date
Release Request for Proposal:	4/3/2025
Questions Emailed:	4/10/2025
Answers Emailed:	4/17/2025
<b>RFP responses Due</b>	5/1/2025 at 9:00 A.M.CST
Proposals Reviewed By:	5/9/2025
Finalist/Presentations (if required)	Week of 5/19/2025-5/23/2025
Contract Start Date	8/1/2025

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be April 10, 2025, at 3:00 p.m. All questions must be marked "Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed to all organizations that received a copy of the Request for Proposal.

### **Protest of Award**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

### **Payment and Invoice Provisions**

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

### **Intergovernmental/Cooperative Use of Proposal and Contract**

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

## **Purpose**

The University of Central Arkansas is requesting proposals from interested vendors to provide medical insurance coverage for UCA's international students and student athletes.

## **About the Project**

International students, under F1 ( non-immigrant students for Academic and Language Training Courses) and J1 (those who intend to participate in an approved program for the purpose of teaching, instructing or lecturing, studying, observing, conducting research, consulting, demonstrating special skills, or receiving training) visa types at UCA are required to purchase health and accident insurance provided through UCA and to maintain coverage during their status as students as per UCA Board of Trustees Policy 635 (while enrolled in classes and/or residing in university housing).

Per J-visa immigration regulations, each exchange visitor and accompanying spouse and/or dependents are required to have medical insurance in effect that covers them for sickness and accidents during the period of participation in the program with the following minimum benefits.

Medical Benefits: \$100,000 per accident/illness  
Repatriation of Remains: Minimum \$25,000  
Medical Evacuation: Minimum \$50,000  
Deductible: Not to exceed \$500 per accident/illness

An insurance policy secured to meet the benefits requirements must be underwritten by an insurance corporation with an A.M. Best rating of "A-" or above, an Insurance Solvency International, Ltd. (ISI) rating of "A-I" or above, a Standard and Poor's Claims Paying Ability rating of "A-" or above, or a Weiss Research, Inc. rating of B+ or above.

Alternatively, the sponsor may ascertain that the participant's policy is backed by the full faith and credit of the government of the exchange visitor's home country.

Prospective international students may enter the US 30 days prior to the program start date and remain in the country after their program completion date (30 days for J and 60 days for F students) listed on their immigration documents. The provider should address these grace periods in the bid.

The enrollment of the International Student Health Program fluctuates from semester to semester. For the purpose of this RFP, please use an enrollment of roughly between 350 and 500 students and visiting scholars per year.

Students and visiting scholars may provide proof of coverage to the Center for Global Learning and Engagement to receive a waiver towards the University of Central Arkansas contracted policy. Waivers will be granted according to guidelines posted at <http://uca.edu/international/alt-ins-requirements/>. Documentation of coverage must be in English and must meet the requirements of the contracted university policy.

Current Administrator: LowerMark Student Insurance Program

The benefits are not subject to the Affordable Care Act (this is a not an ACA mandated plan)

RFP#UCA-26-001 International Student Medical Insurance

Full-time student class load is 12 hours (reduced class schedule is permitted if ill due acute illness)

Student enrollment counts for the past three school years: 2024 = 346; 2023 = 349; 2022 = 370

Student premium rates (per month) the past two years were: 2024-2025: \$131; 2023-2024: \$126

Student athlete premium rates (per month) the past two years were: 2024-2025: \$188; 2023-2024: \$179

## **Evaluation Criteria and Contract Award Terms**

The contract award will be a one-year term contract with the option to renew in one-year increments not to exceed a total of seven years. Original proposal pricing must remain firm for 60 days after proposal opening. The University reserves the right to negotiate final contract pricing. If, at any time during the term of this award either the University or the contractor considers terminating the agreement, they shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty- (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the agreement by giving the other party ninety (90) days written notice.

An evaluation committee shall rank the interested firms based on their written proposals using the ranking system set forth below. Firms shall be evaluated on the following criteria.

Vendors who are selected for interviews will be evaluated based on the criteria in Phase I and Phase II below:

The rating scale shall be from 0 to 160 points for their technical proposal. Weighting factors for the criteria are listed adjacent to the qualification. Award will be made based on total cumulative points.

### **Technical Criteria (Phase I)**

1. Qualifications & Experience of Project Team
2. References/Past Customer Feedback
3. Quality of the Services & Products Offered

### **Weight**

**20**

**20**

**30**

**Total Possible 70**

### **Cost Proposal Criteria (Phase II)**

### **Weight**

**30**

The awarding of the cost proposal points will be conducted by the UCA Procurement Department and reviewed by the evaluation committee appointed by the University of Central Arkansas.

The awarding of cost proposal points will be determined by the following sample formula:

$a/b \times c = \text{points awarded}$

a=lowest cost proposal

b=second lowest cost proposal

c=30 total points

#### **Presentation & Interview Criteria (Phase III)**

	<b>Weight</b>
1. Presentation	<b>15</b>
2. Response to Questions	<b>15</b>
3. Overall Interaction and Project Approach	<b>15</b>
4. Remaining in Allotted Timeframe	<b>5</b>

**Total Possible 50**

The following approach will be used in evaluating the proposals:

- Review the proposals.
- Select finalist(s) based on the highest scores.
- Schedule presentations and interviews of finalist.
- Select the vendor based on the top score for the presentation and interview criteria in Phase III.

## **SECTION 2**

### **Insurance Requirements**

- Coverage is mandatory for all international students (F1 and J1 visas) while maintaining student status (enrolled in a class and or staying in university housing)
- If a student needs to drop out of college a premium refund would be due back to the college to refund the student
- Include a Student Assistance Program (like an EAP) for professional counseling, referrals, legal assistance, and other similar services.
- Include a 24/7 Nurse Line for students to call with questions about their health or where to go if they need medical care or have an injury
- Include a Medical Emergency Assistance Program if students have a life-threatening injury or illness
- Minimum of \$300,000 per injury or illness maximum
- \$100 deductible per policy year
- \$50,000 for medical evacuation
- \$25,000 for repatriation of remains
- Include coverage for pre-existing conditions
- Include coverage wellness benefit
- Include oral birth control coverage at 100%
- Include coverage for mental health counseling

- Include coverage for self-inflicted injuries
- Include coverage for TB testing, chest x-ray and shots
- COVID-19 vaccine, testing and treatment
- Include coverage for routine and preventive pap and pelvic exams
- Renewal rates must be provided before the end of March each year
- Include language assistance for students who are not fluent in the English language
- Include three references of three clients for whom you are currently providing coverage
- Include the name of your provider network for hospitals, doctors, specialists, labs and pharmacies
- Must include Conway Regional Hospital in network
- Provide quarterly and annual reports on claims history
- Provide \$10,000 sports benefit in addition to above benefits for international students participating in UCA's intercollegiate athletic teams.

### **Current Policy Overview**

- \$300,000 per injury or illness maximum
- \$100 deductible per policy year
- COVID-19 vaccine, testing and treatment
- \$300 wellness benefit
- Includes reimbursement for new students receiving the T-Spot test and/or MMR vaccinations at the UCA Student Health Clinic.
- \$10,000 maximum self-inflicted benefit per policy year
- Maximum 30 Days Inpatient/Maximum 30 Outpatient visits – Medical treatment of a mental condition
- Maximum 20 visits – Physiotherapy (only when prescribed by a Physician)
- \$50,000 for medical evacuation
- \$25,000 for repatriation of remains
- Pre-existing condition maximum of \$300,000 for returning students with continuous coverage and no lapse during the last six months
- Maximum of \$2,500 pre-existing condition coverage for newly enrolled students for the first 6 months (For pre-existing conditions not excluded in policy)
- Full coverage in any country a student visits except his or her home country
- \$1,500 coverage in a student's home country.
- \$10,000 sports benefit for international students participating in UCA's intercollegiate athletic teams

### **Proposal Submission Requirements**

The information listed below is required to be submitted and should be organized in the order listed below to facilitate the proposal review process.

- Provide the history and background of your organization, including legal name, address and description of ownership.

- Describe the Company's experience as manager and consultants of insurance services within college and universities similar in size and scope of University of Central Arkansas.
- Please provide information on performance in past contracts, particularly as it relates to University of Central Arkansas (Use Attachment #2).
- Provide detailed information on the PPO Network that is being proposed. A listing of the preferred providers (including physicians and facilities) should be included.
- Please provide detailed information regarding any legal action taken against your firm, or any proposed consultant to provide services to the University for any reason and the outcome of that action.
- Provide a statement of the Best's and/or S&P rating of the proposed carrier.
- Provide detailed information on the Medical and Student Assistance Programs and the services they provide.
- Describe the company's experience as managers and consultant's ability to address issues and problems in responding to the university. Provide contact information for reporting problems and for general contract management.
- Describe how the account will be serviced and how claims will be processed. If any element of service, administration, or claims processing/payment are to be handles by a third party, give an explanation of who will be performing the services and how the service will be performed.

Please tell us about yourself, your firm, or your team. If your team is affiliated with a large firm that includes multiple teams around the country, please tell us about your team.

1. Firm or Team Name:
2. Address:
3. Contact for this RFP (including):
  - Name:
  - Phone:
  - Email:
4. Describe the ownership and structure of your firm.
5. List your firm's lines of business, including any affiliated companies.
6. How many years has your firm been in business?
7. Briefly describe your firm's history.
  - a. How many years has your firm been servicing medical insurance for international students?
  - b. Provide documentation of your firm's experience servicing medical insurance for international students?
  - c. What expertise can your firm provide as it relates to higher education clients, and in particular, public higher education clients?
8. What is the total number of employees in the firm?
  - a. Do you use sub-contractors?
 

☐ Yes
 ☐ No

If yes, who and for what services?

**SECTION 3:**

- Rules of Procurement can be found [here](#).
- UCA Standard Terms and Conditions can be found [here](#).

## **UCA RIDER**

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

***(1) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature."***

***(2) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:***

***(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;***

***(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;***

***(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.***

***UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.***

***Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA."***

***(3) "The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage."***

### Attachment #1-Signature Certification Page

**Description:** International Student & Student Athletes Medical Insurance Coverage

**Proposal Number:** UCA-26-001

**Issue Date:** April 3, 2025

**Buyer:** Meghan Cowan

**Bid Opening Date:** May 1, 2025

**Bid Opening Time:** 9:00 A.M. CST

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

Name (Type or Print) \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: \_\_\_\_\_

## Attachment #2-Proposer References

List below three higher education references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

### REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Brief Description of Service Provided			

### REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Brief Description of Service Provided			

### REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Brief Description of Service Provided			

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

### Attachment #3-International Student Medical Insurance Cost Proposal

1. International Student Monthly Rate \$ \_\_\_\_\_  
2. International Student Athlete Rate \$ \_\_\_\_\_  
Total Yearly Cost \$ \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Contact Name for RFP (Type or Print): \_\_\_\_\_

Email: \_\_\_\_\_

#### **FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature of Authorized Official: \_\_\_\_\_

#### NOTE:

1. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment/service will be borne by the vendor.
2. The fees will include the services and requirements described in this request for proposals. **COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**
3. All charges associated with the work to be performed shall be included on this Official Cost Proposal Sheet and shall be valid for 90 days following the proposal opening.
4. Failure to use the Cost Proposal Sheet may result in disqualification of proposal.
5. UCA reserves the right to accept, reject or negotiate any such proposal.

## **ATTACHMENT 4- EO POLICY**

### **ATTENTION CONTRACTORS**

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although contractors are encouraged to have a viable equal opportunity policy, a written response stating the contractor does not have such an EO Policy will be considered that contractor's response and will be acceptable in complying with the requirements of Act 2157.

Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.

Effective August 2005, this is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (501) 450-3173.

Sincerely,

Cassandra McCuien-Smith, CPPO CPPB  
Director of Procurement

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

\_\_\_\_\_ EO Policy Attached

\_\_\_\_\_ EO Policy previously submitted to UCA Procurement Office

\_\_\_\_\_ EO Policy is not available from business/person (must provide a written response)

Company Name Or Individual:

\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT 5

### 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 employs or contracts with an illegal immigrant. The Contractor shall certify that it does not 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 a resultant contract:

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

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

Agency Name: University of Central Arkansas

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

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

\_\_\_\_\_  
Date

## ATTACHMENT 6: CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ 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 Member, or State Employee:

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	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ 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.

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 (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ 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 \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Agency Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_