



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

REQUEST FOR PROPOSAL

RFP#UCA-26-002
International Student Recruitment Services

PROPOSALS MUST BE RECEIVED BEFORE:
9:00 A.M. Central Time on Tuesday, May 6, 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 6, 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

Contract Administrator and Project Officer:

Dr. Phillip Bailey, Associate Vice President for Global Learning & Engagement
Phone: (501) 450-3445
Email: phillipb@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:	4/15/2025
Answers Emailed:	4/22/2025
RFP responses Due	5/6/2025 at 9:00 A.M.CST
Proposals Reviewed By:	5/13/2025
Finalist/Presentations (if required)	Week of 6/2/2025-6/6/2025
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 15, 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 international student recruitment services.

Evaluation Criteria and Contract Award Terms

The University of Central Arkansas intends to award contracts for three (3) years commencing from the date of award, with the option to renew for up to four (4) additional years but cannot 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)

Weight

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

10
20
40
60

Total Possible 130

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)		Weight
1.	Presentation	15
2.	Response to Questions	15
3.	Overall Interaction and Project Approach	20
4.	Remaining in Allotted Timeframe	10

Total Possible 60

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

Scope of Work

The University is interested in establishing contract(s) with vendors who will provide recruitment services in countries outside of the United States in order to increase the number of international students studying at the University of Central Arkansas. Services and responsibilities are to include, but not be limited to:

- Marketing of UCA internationally (UCA has a current contract with Eric Rob & Isaac, Inc. in which the awarded vendor may need to work with to market UCA in a consistent, cohesive manner);
- Recruit and assist in the recruitment of prospective international students (non-US-citizens), both undergrad and graduate, to undertake UCA IEP or academic programs in accordance with UCA procedures and requirements;
- Inform prospective students accurately about the admission requirements of UCA academic programs;
- Promote UCA Academic programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner based on AIRC standards;
- Notifying university officials of current trends and issues associated with recruitment and marketing internationally;
- Assist student applicants through the application process and make sure that all necessary evidence and documents accompany a student's application and acceptance offer;

- Screening and interviewing all prospective students;
- Subject to the terms and conditions of this Contract, UCA hereby grants the Contractor, during the Term: (a) a nonexclusive and revocable license to use, reproduce and display UCA's trademarks and service marks (the "Trademarks") and enable the Contractor's agents and representatives to use such Trademarks solely for the purposes of performing the services pursuant to this Contract in accordance with any trademark guidelines provided by UCA to the Contractor from time-to-time; and (b) access and use the materials of UCA containing the Trademarks accessible online via the UCA's URLs. Any goodwill arising from the use of the Trademarks by the Contractor will accrue to UCA. UCA shall be entitled to request modification and/or monitor the Contractor's use of any UCA Trademarks;
- Take no action that will result in UCA's non-compliance with any US laws or regulations or any local or national laws or regulations of the country or countries in which the Contractor operates;
- Disclose any fees for services the Contractor charges prospective students or their families that exceeds the negotiated flat fee.

CONTRACTOR FEES:

- Up to a \$2,000 USD flat fee commission for up to two consecutive semesters for tuition paid in full by international (non-US citizens) students who enroll in IEP or academic programs at UCA (no fees paid for summer session). In total, the commission per student shall not exceed \$2,000 USD for two semesters.
- UCA agrees to pay the fee to the Contractor, following receipt of Contractor's invoice, in two (2) separate payments, each made within sixty (60) days of the commencement of the semester.
- UCA will only make payment on student accounts that have been paid in full and, or for students who are making payments on an approved UCA student payment plan. It is the responsibility of the contractor to follow up with UCA to confirm the final eligibility for payment of any students who pay their bills late.
- No fee is payable by UCA to the Contractor where:
 - a student recruited by the Contractor withdraws from his or her academic program within thirty (30) days after commencement of the Academic Program;
 - a student recruited by the Contractor is accepted by UCA but is not granted a visa;
 - a student recruited by the Contractor is eligible to receive Title IV program funds under the Higher Education Act of 1965;
 - an alumnus of UCA makes an application to return to study after a break of at least one semester.
 - When the contractor fails to submit an invoice within one year of the student's initial enrollment.
- No fee is payable by the University of Central Arkansas in relation to a recruited student unless the Contractor has submitted an invoice in relation to the student:
 - containing the dollar amount owed to the contractor;

- containing the family name and given names of the student;
- containing the student reference number and the Academic Program enrolled in by the student;
- presented on Contractor's letterhead, which shows current address, telephone, fax and email details of the Contractor;
- with an invoice number or reference; and,
- containing such other information as the University of Central Arkansas may require.

Under the awarded contract, the vendor must *not*:

- engage in any dishonest practices, including suggesting to prospective students that they can come to the United States on a student visa with a primary purpose other than full time study;
- facilitate applications for students who do not comply with visa requirements;
- facilitate applications for students who do not intend to study at the University of Central Arkansas;
- make any representations or offer any guarantees to students about whether they will be granted a student visa or about the likelihood of awards of financial aid or scholarships;
- commit UCA to accept any prospective student into an academic program and must not make representations to the contrary.

Proposers should provide a proposal that clearly specifies direct marketing techniques, tools, experiences, expertise and technological tools that will be used to meet the above stated capabilities.

Through this RFP, the University requires evidence of experience with providing international student recruitment services to higher education organizations. Proposals will be evaluated according to the following areas; therefore, proposers must specifically address these elements in the same order in their proposal:

- Discuss your approach to identifying qualified, prospective undergraduate and graduate students through the use of multiple channels of available "search" sources.
- Discuss your approach to international student services that include message development, publication design and creation, distribution management, communication planning and tracking, and responding to the leads generated by direct marketing campaigns. Provide at least three samples of marketing materials produced and used in the execution of prospective student recruitment campaigns at other higher education institutions.
- Development and delivery of analytical reports that demonstrate effectiveness of direct marketing efforts.
- Discuss your approach to technical support and integrations with CRM systems.

- The Center for Global Learning & Engagement currently uses Slate.
- A plan demonstrating your method/approach to meet first year student enrollment goals for Fall 2026 and beyond.
- Discuss why your company should be chosen over any other proposers. Your response should provide the following at minimum:
 - Documentation that supports your track record for increasing enrollment. What guarantees does your company provide?
 - Justification as to why your company is capable of providing greater results than other proposers.
 - Evidence that demonstrates successful experience in developing and executing parent communication plans.
 - Anticipated return on investment in increased tuition revenue based on experience with previous clients. (Specific examples, if possible).
 - Evidence of how your solution integrates broader higher education operational and strategic best practice research to help support the leadership team in understanding how to assess and incorporate enrollment management challenges into the University's strategic planning efforts.
 - If the provider works with subcontractors, describe in detail the processes in place to monitor unscrupulous recruiting practices

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 firm name, address and the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the University on a day-to-day basis.

Provide a brief history of your firm, specifically discussing your firm's experience with higher education

- Provide a list of all clients lost within the last five years which includes:

- A contact name and telephone number
- Length of service at the account
- Reason for the loss

- Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or owners, principals or employees of your firm for the past five (5) years. Describe the nature and status of the matter and the resolution, if concluded. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or debarment) imposed on your firm or any of its personnel by any regulatory or licensing agencies. Please include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal.

Please describe any potential conflict that may affect your service to the University.

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 Recruitment Services

Proposal Number: UCA-26-002

Issue Date: April 3, 2025

Buyer: Meghan Cowan

Bid Opening Date: April 29, 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 Recruitment Services Cost Proposal

RFP#UCA-26-002 International Student Recruitment Services

The Consultant shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein. **PLEASE NOTE: This page shall be placed in a separate sealed envelope clearly marked on the outside "OFFICIAL PRICING PAGE – RFP UCA-26-002. Only submit the one Original Pricing Page, extra copies are not required.** The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.

The bidder shall complete the following and attach a breakdown of all travel and services related to the yearly pricing for the university to review:

1. Cost for Services First Year (FY26) \$ _____

2. Cost for Services Second Year (FY27) \$ _____

3. Cost for Services Third Year (FY28) \$ _____

Total Cost for 3 years \$ _____

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.
6. Vendor must supply invoices to the Center of Global Learning & Engagement

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. _____