



**UNIVERSITY OF CENTRAL ARKANSAS
PROCUREMENT OFFICE
REQUEST FOR PROPOSAL**

SOLICITATION INFORMATION			
Bid Number:	RFP #UCA-26-032	Solicitation Issued:	November 10, 2025
Description:	Online Learning Content Platform		

SUBMISSION DEADLINE FOR RESPONSE	
Bid Submission Deadline:	December 10, 2025, at 9:00 a.m. central standard time
Bid Opening Date and Time:	December 10, 2025, at 9:00 a.m. central standard time
Deliver proposal submissions for this Request for Proposal to the University of Central Arkansas (UCA) on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UCA.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	University of Central Arkansas ATTN: Meghan Cowan 201 Donaghey Avenue Wingo Hall 113 Conway, AR 72035 Delivery providers, USPS, UPS, and FedEx deliver mail to UCA on a schedule determined by each individual provider. Prospective Vendors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

UNIVERSITY OF CENTRAL ARKANSAS			
University's Buyer:	Meghan Cowan	Buyer's Direct Phone Number:	501-450-5013
Email Address:	meghanp@uca.edu	Procurement's Main Number:	501-450-3173
Contract Administrator	Dr. Tim Bisping	Phone Number:	501-852-2950
		Email address:	tbisping@uca.edu

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

The University is seeking proposals from qualified vendors to provide an Online Learning Content Platform. A more complete description of the solution and services sought is provided later in this RFP.

1.2 CURRENT ENVIRONMENT

The current workforce environment makes it best for business graduates to have opportunities to graduate with multiple industry certifications in order to be competitive in the job market. It is especially important that students have the opportunity to pursue multiple certifications designed and offered by corporate entities, and that faculty have opportunities to incorporate materials associated with such certifications in full, or in part, in courses. As workplace demands change over time, and we are committed to the long-term success of our students and to lifelong learning, we also seek opportunities for alumni to engage in this system. In January of 2026 the university will begin transitioning to the Brightspace (D2L) LMS, and this migration away from Blackboard is expected to be complete by Summer of 2026. Seamless integration into in Brightspace is preferred, and the ability to work through SSO is required.

1.2.1 SYSTEM REQUIREMENTS/CAPABILITIES

1) A platform through which all business students and select others taking business courses can engage in earning multiple professional certifications and individual courses, developed and offered by a wide-variety of major companies, and in various relevant professional fields. Ideally, this would also provide credentialing options for alumni. 2) A platform through which these certifications/courses can be pursued both independently by students and incorporated fully, or in part, by faculty into courses/curricula. 3) A platform with additional abilities to assist in the development of custom courses which incorporate its content with the content of faculty courses, preferably with generative AI assistance and focus, and available for 125 learners.

1.2.2 SYSTEM MAINTENANCE AND SUPPORT

The proposal shall also describe how the proposed solution, or the awarded contractor, will provide the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.

- i. Describe all levels of support that will be provided throughout the contract term.
- ii. Provide on-going support and service, including technical support 24 hours per day, 7 days per week, and any needed system upgrades, fixes, data recovery assistance, and enhancements to the items installed.
- iii. Describe the product maintenance and software support plan.
- iv. Identify and explain the process through which institution is notified when new functionality is provided, or other enhancements are made to the proposed solution.
- v. Provide institution with enhancements and updates to the proposed solution as they are made generally available.
- vi. Discuss the responsibility and/or process for initial system setup versus ongoing administration of day-to-day operations. Vendor should include as part of the description a discussion of the administrative functions that will be performed by institution as opposed to the Vendor.

1.2.3 VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE

Provide your VPAT (Voluntary Product Accessibility Template) for accessibility or your WCAG 2.2 Conformance Statement. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

1.2.4 **TECHNICAL REQUIREMENTS**

- a) **Implementation Plan/Timeline**
Provide a detailed implementation plan that includes a timeline with dates of initiation and completion. Include all requirements, if any, for university resources that must be used for each step of implementation. Explicitly detail the integration to Brightspace.
- b) **Detailed Work Plan**
Provide a detailed work plan that should include all tasks, clear deliverables, target dates for each task, and any on-site visits required to perform the services, if required.
- c) **Maintenance/Support Agreement**
Provide maintenance and support agreement that must include, but not limited to, any upgrades, updates, enhancements, new releases, etc., to the product released during the term of the contract. Must detail what is contained in the maintenance/support agreement, to include descriptions of service level offerings and licensing considerations as well as what if any downtime is needed for maintenance and upgrades.
- d) **Training Plan**
Provide a training plan and initial technical training on the proper use of the software solution. Training must be sufficient to enable technical individuals designated by UCA to fully understand, test, validate, use tools for, and operate and instruct others as to the features, functions, capabilities, and maintenance of the software. Clarify training provided onsite and/or via Zoom for faculty that is included in the proposal and is not an extra cost.
- e) **Quality Assurance Plan**
Submit a Quality Assurance Plan that supports all core responsibilities of the RFP describing how the respondent will ensure the quality of services being provided, how it will identify inappropriate service, how it will correct identified problems, and how it will respond to issues of service and quality.
- f) **Additional Functionality Services**
Additional enhancements that may benefit the application., i.e., any specifications for future expansion, or for features or capabilities that will likely be needed by the university at some time in the future may be submitted. Products under development to meet these future needs should be referenced with anticipated release dates.

The “base solution” must describe/identify/include all products/services to fulfill the scope of this RFP. However, there may be additional products/services/ enhancements/add-ons that have not been requested in the scope of the RFP but will be required for respondent’s product or service to fulfill the scope of the RFP. If so, the respondent must identify and describe these additional products/services in their technical proposal as the “base solution.” Any additional products/ services/ enhancements/add-on components that are not required to fulfill the scope of the RFP, these products/services must be identified and described in your technical proposal as well as your cost proposal documents and labeled in each proposal so that the university can easily and clearly identify what is included in your technical base solution and what is included in your cost base solution. This information will aid in the evaluation process along with providing a complete understanding of your offer contents.

1.3 **TYPE OF CONTRACT**

- A. As a result of this RFP, UCA intends to award a contract to a single vendor.
- B. The anticipated starting date for any resulting contract is January 2026 dependent on the Arkansas Legislative Council review date and approval. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract shall be for three (3) years. Upon mutual agreement by the Awarded Contractor and UCA, the contract may be renewed by UCA for up to four (4) additional years or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years or a total aggregate contract term allowable by Arkansas law.

1.4 **ISSUING UNIVERSITY**

UCA's Procurement Office, is the issuing office, and the sole point of contact throughout this solicitation. All questions, comments, submissions, or other contact during the solicitation schedule period. shall be directed to the university buyer ONLY, as listed on page one (1) of this solicitation.

1.5 **BID OPENING LOCATION**

Proposals will be opened at the following location:

University of Central Arkansas
Procurement Office
201 Donaghey Avenue
Wingo Hall 113
Conway, AR 72035

1.6 **ACCEPTANCE OF REQUIREMENTS**

A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.

A Prospective Contractor's proposal shall be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.7 **DEFINITION OF TERMS**

- A. The University has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
 - B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
 - C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
 - D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
 - E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
 - F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
 - G. "Proposal Submission Requirement" means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
 - H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
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1.8 RESPONSE DOCUMENTS

The following (10) questions must be addressed and submitted with your proposal.

- 1) Which companies offer professional certifications and/or courses through your platform?
- 2) How many distinct certifications are offered through your platform? How many individual courses?
- 3) Which other universities do you partner with in a program such as the one proposed, especially in the state of Arkansas?
- 4) What experience and/or recommendations do you have regarding the integration by faculty of your certifications/courses into courses/curricula?
- 5) Is generative AI addressed in your courses/certifications and/or employed to assist faculty in integration of these materials into courses?
- 6) Are faculty able to create custom courses that will integrate materials from your courses into their own? If so, how is this done?
- 7) Who is responsible for updating certifications/courses on your platform?
- 8) How are records of completions recorded and verified for students?
- 9) Which, if any, of your courses/certifications developed internally, by your company?
- 10) Are faculty able to use individual assignments in their courses, rather than the entire course/certificates?

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*.
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to Section 1.2 - 1.2.4, 1.8 and the Information for Requirements and Evaluation sections. Proposal response **must** be in the English language. Proposal **shall not** exceed 50 pages.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
 - iii. Response to the *Deliverables* sheet.
2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original *Technical Proposal Packet*, the *Official Bid Price Sheet*, and the *Deliverables* sheet, the following items should be submitted via mail:

1. Additional Copies of the *Technical Proposal Packet*
 - a. One (1) complete hard copy (marked "COPY") of the *Technical Proposal Packet*.
 - b. Two (2) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. Electronic copies must clearly identify the company name and project. Do not send electronic copies via email or fax.

- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
2. Additional Copies of the Official Bid Price Sheet
 - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive. Do not send electronic copies via email or fax. (See *Proprietary Information*).

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*
 - *Response to Questions (1.8)*
 - *Deliverables sheet*
 - *References*
 - *E.O. 98-04 – Contract Grant and Disclosure Form*
 - *Equal Opportunity Policy*
 - *Voluntary Product Accessibility Template (VPAT)*
 - *Combined Certifications for Contracting with the State of Arkansas*

1.10 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email **by 9:00 a.m., Central Time on or before December 10, 2025**, to the UCA Buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the University. The University's consolidated written response shall be posted the university web www.uca.edu/purchasing, **on December 10, 2025, at 9:00 a.m.** If Prospective Contractor questions are unclear or non-substantive in nature, the University may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UCA Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the University's buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by UCA shall not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UCA.

- E. Prospective Contractors entering into a contract with UCA **shall** comply with all the terms and conditions contained herein as well as Arkansas State law.

1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all requirements of this RFP, and that any exception that conflicts with a requirement or Proposal Submission Requirement of this *Bid Solicitation* shall cause the Prospective Contractor's proposal to be disqualified.

1.12 SUBCONTRACTORS

Subcontractors shall not be included for this solicitation.

1.13 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. Multiple vendor collaborative submissions shall not be accepted. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the University and the State of Arkansas for the performance thereof.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors shall understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the University and the State of Arkansas and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances shall pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, 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).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The University has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the UCA buyer.
- B. Do not alter any language in any solicitation document provided by UCA or the State of Arkansas.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. UCA has the right to award or not award a contract, if it is in the best interest of UCA to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to UCA buyer.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals. Each submitted proposal must be submitted separately and must follow the requirements contained within this solicitation.

1.18 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by UCA will modify this *Bid Solicitation*.

- B. An addendum created within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. UCA shall distribute addendum to appropriate Prospective Contractor(s).

1.19 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The University may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the University so chooses, negotiations may be conducted with the highest ranking Prospective Contractor(s). Negotiations are conducted at the sole discretion of the University.
2. If negotiations fail to result in a contract, the University may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the University decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award period shall begin.
2. Winning vendor shall be notified by the University. Non-awarded Prospective Contractors shall **NOT** be notified of award. Prospective Contractors may inquire to the buyer listed on page 1 of this solicitation.
3. UCA may waive the policy of Anticipation to Award when it is in the best interest of the University.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State of Arkansas's approval processes which may include Legislative review.
2. UCA's University Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.20 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, UCA is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. The submission of an *EO Policy* is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- C. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.21 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with UCA and OSP that they do not employ or contract with illegal immigrants.

- B. By signing and submitting a response to this *Bid Solicitation*, 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.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page, a Prospective Contractor agrees and certifies that they do not, and shall not, for the duration of the contract, boycott Israel.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

1.24 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If the University purchases a product that does not best meet the standards, the University must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s proposal to be disqualified.

1.26 RESERVATION

UCA will not pay any costs incurred in the preparation or submission of a proposal.

SECTION 2 – INFORMATION FOR REQUIREMENTS

2.1 SUBMISSION REQUIREMENTS

Prospective Contractors must submit the following items to be received by the date and time listed on page 1 of this solicitation.

- A. **Technical Submission** – Prospective Contractor(s) **must** submit a technical proposal outlining how the Online Learning Content Platform will meet or exceed the requirements outlined in this RFP.
 - B. **Cost Submission** – Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
 - C. **Deliverables Submission** – A list of deliverables based on Official Price Sheet. Price Sheet and Deliverables List must match.
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SECTION 3 – CRITERIA FOR SELECTION

The proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below:

<u>Criteria</u>	<u>Weight</u>
Experience with Similar Projects	25%
References	5%
Quality of proposed Solution/fit with deliverables outlined	40%
Cost	30%
Total	100%

PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

3.3 SOLICITATION SCHEDULE

The following schedule shall be used in this solicitation:

Event	Date
Release of Solicitation	November 10, 2025
Clarification/Questions Submission Deadline	November 12, 2025
Clarification/Questions Response*	November 14, 2025
Proposal Submission Deadline	December 10, 2025 by 9:00 a.m. CST
Bid Opening Date	December 10, 2025 at 9:00 a.m. CST
Review of Submitted Proposals*	December 11, 2025
Finalist Interviewed via Zoom if necessary	December 16-18
Event	Date
Company selected; Anticipated Award Letter Issued	December 19, 2025
ALC Review*	January 2026
Contract Award*	January 2026

**Dates are approximate and subject to change.*

SECTION 4 – GENERAL CONTRACTUAL ITEMS

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

University of Central Arkansas
ATTN: Accounts Payable
201 Donaghey Avenue
McCastlain Hall Basement
Conway AR 72035

B. Payment will be made in accordance with applicable UCA accounting procedures upon acceptance of goods and services by the University.

C. Do not invoice UCA in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the Contractor has successfully satisfied the University as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The Contractor should invoice the University by an itemized list of charges. The University's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

A. The University will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Faulkner County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss, or damage of the equipment or software while the State has such risk, when:
 - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - 2. The contract has required the State to carry insurance for such risk.

4.3 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The University has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State University due to the assessment of damages, Contractor **shall** follow the direction of the State University regarding the required compensation process.

4.4 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.5 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$500,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States

patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.6 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should the University and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State of Arkansas is final and controlling.

4.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may

file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the University and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

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.”

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	☐ Individual ☐ Sole Proprietorship ☐ Public Service Corp ☐ Partnership ☐ Corporation ☐ Nonprofit			
Minority and Women-Owned Designation*:	☐ Not Applicable ☐ American Indian ☐ Asian American ☐ Service Disabled Veteran ☐ African American ☐ Hispanic American ☐ Pacific Islander American ☐ Women-Owned			
AR Certification #:		* See Minority and Women-Owned Business Policy		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
Provide contact information to be used for bid solicitation related matters.				
Contact Person:		Title:		
Phone:		Alternate Phone:		
Email:				
CONFIRMATION OF REDACTED COPY				
☐ YES, a redacted copy of submission documents is enclosed. ☐ 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				
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.				
ISRAEL BOYCOTT RESTRICTION CONFIRMATION				
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. ☐ Prospective Contractor does not and will not boycott Israel.				

An official authorized to bind the Prospective Contractor to a resultant contract shall 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 proposal to be disqualified.**

Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

OFFICIAL BID PRICE SHEET

Prospective Contractors must complete the official bid price sheet. Any cost not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.

	YEAR 1 COST (\$)	YEAR 2 COST (\$)	YEAR 3 COST (\$)
Annual License			
Annual Hosting SSL Service			
Annual Support Cost			
Availability of support: ☐ 24-7 ☐ Standard Business Hours ☐ Other _____			
Implementation Cost			
Other Costs (list below):			
TOTAL ANNUAL COST:	\$		

FOUR YEAR GRAND TOTAL (Sum of Year 1, 2, and 3 Annual Total Cost):	\$
---	----

DELIVERABLES

Prospective Contractors must complete a list of included deliverables based on the official bid price sheet.

[illegible]

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: _____

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: Online Learning Content Platform

Agency Name: University of Central Arkansas

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date

Proposer References

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

List below three 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			
Value or Cost 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			
Value or Cost 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			
Value or Cost of Service			

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	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☐ 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	☐	☐						
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 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. _____