



**UNIVERSITY OF CENTRAL ARKANSAS**  
PROCUREMENT OFFICE  
201 Donaghey Ave.  
Wingo 113  
CONWAY, AR 72035

**REQUEST FOR PROPOSAL**  
**Remote Transcription Services**  
**RFP#UCA-25-009**

**PROPOSALS MUST BE RECEIVED BEFORE:**  
**9:00 A.M. Central Time on Tuesday, June 4, 2024**

**Proposal Delivery and Opening Location**

University of Central Arkansas  
201 Donaghey Ave,  
Wingo 113  
Procurement Department  
Conway, AR 72034

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

## **1.0 Issuing Officer:**

Audra Emerson, Buyer  
Procurement and Travel Services  
Phone: (501) 450-3173  
Email: [meghanp@uca.edu](mailto:meghanp@uca.edu)

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

Doris L. Pierce, Director  
Office of Accessibility Resources and Services  
Phone: (501) 450-5167  
Email: [dpierce@uca.edu](mailto:dpierce@uca.edu)

Robyn L. Smith, Associate Director  
Office of Accessibility Resources and Services  
Phone: 501-450-3380  
Email: [rsmith@uca.edu](mailto:rsmith@uca.edu)

## **1.2 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:

RFP Issued: May 9, 2024  
Questions emailed: May 15, 2024  
Answers emailed and posted: May 17, 2024  
Proposals Due: June 4, 2024 at 9:00 A.M.  
Completion of Proposal Review: June 7, 2024  
Interviews/Presentations: Week of June 17-21, 2024  
Contractor Commences Performance: July 1, 2024

## **1.3 Submission of Proposals**

No later than June 4, 2024 at 9:00 a.m., CST, one original (marked "original") hard copy, three (3) electronic copies on flash drives, and one (1) redacted flash drive copy of the proposal shall be submitted to:

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

Proposal **must** be clearly identified with the company name, project number and project name. 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.

#### **1.4 Rejection of Proposals**

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

#### **1.5 Contracting Condition**

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

#### **1.6 Public Opening of Proposals**

A public opening of the proposals will be held on: June 4, 2024 at 9:00 a.m. at the:

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

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

#### **1.7 Contract Awarding and Signing**

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

#### **1.8 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.

#### **1.9 Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the Assistant Director or Director of Procurement will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

#### **1.10 Presentation**

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Proposers selected for final evaluation may be required to make an oral

presentation to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understating. If necessary, the Procurement Office will schedule time and location for any required presentations.

Proposers are strictly limited to the time allotted and the topics provided by the University. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the University.

## **SECTION 2.0 SCOPE OF WORK**

The Office of Accessibility Resources and Services at the University of Central Arkansas is seeking a well-qualified vendor to provide remote transcription services for students who are deaf and hard of hearing. Services from the awarded vendor will include providing the proper equipment, transcription, and quality customer support.

### **2.1 General Requirements**

1. Vendor must have experience in providing similar services involving institutions of higher learning.
2. Vendor must submit a description of the Vendor's experience performing services similar in type and magnitude to the subject of this RFP.
3. Vendor must submit information detailing Vendor's ability to perform the contract, including a firm resume, and a description of the resources available to Vendor to perform the contract.
4. Vendor should facilitate all communications between vendor, students, and the professors.
5. Platform should be compatible with smart phones, tablets, and Chromebooks.
6. The need for services will fluctuate throughout the year and may change due to COVID; as such, pricing plans provided must be based on usage.
7. Vendor will provide their Service Level Agreement listing within their proposal submission.
8. For web-based technology, provide documentation that describes the level of conformance to W3C Web Content Accessibility Guidelines, version 2.1 (WCAG 2.1) at [www.w3.org/TR/WCAG21/](http://www.w3.org/TR/WCAG21/). If your product does not fully conform to WCAG 2.1 AA, Proposer must document the nonconformance and should provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline.

### **2.2 Minimum Requirements**

1. Classroom Remote Transcription and/or CART (Communication Access Real-Time Translation) services for up to 20 deaf and hard of hearing students, provided at varying times between 8:00 am and 10:00 pm, Central Time. Services are to be provided between Monday and Friday, with the option of Saturday for special events.
2. Equipment should be provided by the contractor. This is to include a wireless microphone and either a laptop or tablet capable of utilizing UCA's wireless network.
3. The minimum session length is 1.5 hour.

4. Vendor will provide Student Training per semester on an as needed basis as well as Staff Training and Technical Support and real time troubleshooting services.
5. Vendor will provide an Information Technology Department consultation.
6. Vendor will provide Team Transcription availability
7. Vendor will give 48 Hour Notification of unfilled Service Needs.
8. Vendor will provide equipment delivery and return shipping cost. Any equipment not returned to Vendor at the end of the service assignment will be reimbursed to the Vendor by the Office of Accessibility Resources and Services.
9. Vendor will provide real time troubleshooting services to staff and students.
10. Vendor will be capable of providing TypeWell (certified or qualified) Transcribers and CART (Communication Access Real-time Translation) as needed for foreign language classes. These are to include: Spanish, French, and/or German
11. The cost for providing that transcript must be included with the per hour charge for transcription services.
12. Vendor must identify their billing and cancellation policy regarding individual scheduled services (e.g. 24 hours' cancellation notice will result in no billed session).
13. Vendor must advise their minimum/maximum response time as part of their bid response.
14. Vendors should indicate the extent to which they can provide the following services:  
Typewell Transcribers (certified or qualified) and CART (Communication Access Real-time Translation).
15. Output in basic text files is acceptable.
16. Changes to the initial schedule will need to be provided within 48 hours before the services are needed.  
Anything less than 48 hours will be considered emergency services and subject to additional cost.
17. Transcript standard turnaround time is one week but please quote for a 48-hour turnaround time.
18. UCA will need roughly 1,750 hours of transcriptions per year.
  - a. UCA must have the option to increase usage at any time.
  - b. Vendor will provide pricing for 1,750 hours of transcription plus the cost per hour over that within the cost proposal.

### **2.3 UCA Shall**

Not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, or omissions performed by the Vendor, its agents, or employees.

## **2.4 Termination of Contract**

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

## **2.5 Termination for Default**

The University may terminate this contract in whole, or in part, when the University determines that the Vendor or any subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

In the event of Termination for Default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the Vendor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the Vendor shall be liable to the University for Administrative Costs incurred by the University in procuring such similar supplies or services.

In the event of Termination for Default, the Vendor shall be paid for those deliverables, which have been delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

## **2.6 Termination for Convenience**

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the Vendor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the Vendor and the University for partially completed deliverables.

## **2.7 Termination for Unavailability of Funds**

In the event that funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a Termination for Convenience. Availability of funds will be determined at the sole discretion of the University.

## **2.8 Procedure on Termination**

Upon delivery by mail or email to the Vendor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Vendor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Vendor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the Vendor and in which the University has or may acquire an interest.

The Vendor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

## **2.9 UCA's Remedies on Default**

In the event of default by the vendor, UCA may terminate this contract by submitting thirty (30) days notice in writing to the Vendor notice of intention to terminate. In the alternative, UCA may elect to keep the contract in force and work with the Vendor to cure the default. UCA's decision to terminate will be at their sole discretion based on a determination of what is in the best interest of the University.

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this contract or of any supplement, modification or amendment to this contract because of any breach thereof or because of its or their execution or attempted execution of the same.

## 2.10 Contracting Information

Any subsequent contract is made for the sole and exclusive benefit of UCA and the Vendor, their successors and assigns, and is not made for the benefit of any third party.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Any subsequent contract, which is the entire agreement between the parties hereto, supersedes any prior agreements, understanding, warranties or promises between the parties hereto, whether written, spoken, or implied from the conduct of the parties hereto.

Nothing in this contract shall be construed as in any way limiting the general powers of UCA to fully exercise their governmental functions or their obligations under any bond covenants or federal state or local laws, rules or regulations.

## 2.11 Contract Period and Compensation

The term of the website consulting contract shall commence upon notification of the award and continue until completion of the scope of work. All other conditions set forth in the University's standard Services Contract apply.

If at any time during the course of the contract the Contractor does not meet the terms of the contract, the contract can be terminated by the University of Central Arkansas.

Again, proposer shall provide a detailed schedule that represents realistic, but aggressive completion dates. Acceptance is defined as the mutual agreement by the University and the Contractor of the acceptance of the criteria as specified in the contract. Both this Request for Proposal and the successful offeror's response to this Request for Proposal will be considered contractual components.

## SECTION 3 REQUIREMENTS 3.0

### Evaluation Criteria

The selection of a company to provide closed captioning services will be based on the company's qualifications as presented in its proposal, overall price and cost to the University, the experience and success of the company in providing services and support to similar public sector clients and the company's ability to provide the services outlined in this Request for Proposal.

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

<b>Criteria</b>	<b>Weight</b>
1. The understanding and grasp of the project including the ability to meet the desired specifications as requested in the RFP	30 pts
2. The approach and work plan for the project presented in the proposal including implementation and support.	30 pts
	10 pts



3. Recommendations and/or references from third parties indicating the respondent's past performance.	
4. Respondent's cost proposal	30 pts
5. Presentations/Interviews	50 pts
<b>TOTAL POSSIBLE POINTS</b>	<b><u>150 pts</u></b>

The following approach will be used in evaluating the proposals:

- Review the technical proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Select the vendor

The third phase will be the opening of the cost proposal by the UCA Procurement Department, and review by the evaluation committee appointed by the University of Central Arkansas. The awarding of points will be determined by the following formula:

$a/b \times c = d$  (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to ensure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

### 3.1 Experience

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrated the ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and governmental guidelines.

### 3.2 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for services, and each activity and requirement to be used in achieving those objectives. A description of resources available to the University, staff dedicated to account (with credentials) as well as other point of contact and troubleshooting options should be included as well.

### 3.3 Services Provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Vendor will conduct meetings with University staff in Conway, AR as

necessary to complete the project. Vendor shall include all pertinent pricing schedules and information, so as to completely communicate the cost of the vendor's proposed services.

### **3.4 Cost**

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the bidder, but subsequently incurred, will be borne by the vendor.

## **SECTION 4 PROPOSAL SUBMISSIONS**

### **4.0 Documents to be Submitted**

There are five parts to the proposal.

- Part I is the (Signature Certification Page), which is included in this RFP. In order for your proposal to be considered, you must sign this page and return it to UCA with the other parts of your proposal
- Part II (References) are included in this RFP as forms to be completed and returned with your proposal.
- Part III there is no form for (Proposal and Qualifications). You should prepare a PDF or Word document with your responses to the items listed in section 2.0, and attach samples of your work.
- Part IV is the Cost Proposal which must be a detailed cost proposal submitted in a **separate** sealed envelope marked "Cost Proposal". No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal.
- Part V is the Addendum Acknowledgement which must be signed and submitted in response to any addendum's that are posted via the UCA Procurement website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing) in regards to this Request for Proposal.

### **4.1 Proposal and Qualifications**

Provide straightforward and concise responses to the following using separate tabs for each category:

- A. Qualifications and Experience of Firm. Discuss how your company overall experience demonstrates your ability to successfully complete the Scope of Services. Provide a detailed list of remote transcription services you have provided to clients over the past three years.
- B. Qualification of Staff/Resumes. Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.
- C. Comparable Projects. Provide a brief list and description of comparable clients and their remote transcription services projects which were successfully concluded within the last three years.

## **SECTION 5 PROCUREMENT**

### **5.1 RULES OF PROCUREMENT**

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

### **5.2 Point of Contact**

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 1.4).

### **5.3 Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be **May 15, 2024 at 4:00 p.m.** All questions must be marked "Questions: and the proposal number indicated on the e-mail or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed or faxed to all organizations that received a copy of the Request for Proposal.

### **5.4 Requests for Proposals Amendments**

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals and will be posted to the UCA Procurement website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing).

### **5.5 Cost of Preparing Proposals**

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

### **5.6 Disposition of Proposals**

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Procurement Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

### **5.7 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

### **5.8 Acceptance of Proposals**

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

### **5.9 Evaluation of Proposals**

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However, the University may waive minor irregularities. The Procurement Office completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening and calculation of the cost proposal by the Director of Procurement, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

### **5.10 Award Notice**

The notice of intended contract award will be sent to all respondents, by e-mail.

### **5.11 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.

## 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**  
**RFP#UCA-25-009**  
**Remote Transcription Services**  
**Cost Proposal**

<b>Cost Component</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Total</b>
<b>A.</b> Cost per Hour of Transcription:	A. _____	A. _____	A. _____	A. _____	A. _____	A. _____	A. _____	A. _____
<b>B.</b> Cost Based on 1,750 Hours	B. _____	B. _____	B. _____	B. _____	B. _____	B. _____	B. _____	B. _____
Equipment (Please include equipment specifications)								
Implementation Costs (including data migration and start up)								
Maintenance & Support (please indicate if first year maintenance is included in the implementation fee)								
Hosting Fees								
Training Costs								
Costs for Additional Professional Services								
**Any Costs not Defined Above								
<b>Grand Total</b>								

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

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

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

**NOTE:**

1. \*\*The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
3. Failure to use the Official Pricing Sheet may result in disqualification of proposal.
4. The Cost Proposal should not be included with your technical proposal (hard copy nor electronic copies).

**ATTACHMENT 2**  
**Signature Certification Page**

**Proposal Number & Description:** UCA-25-009 Remote Transcription Services

**Issue Date:** May 9, 2024

**Opening Date:** June 4, 2024

**Opening Time:** 9:00 a.m.

**Buyer:** Audra Emerson

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

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

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

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

Telephone Number: \_\_\_\_\_ Fax 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 3  
Proposer References**

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.

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			
Brief Description of Service Provided			



**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 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:  Yes  No SUBCONTRACTOR NAME: \_\_\_\_\_

TAXPAYER ID NAME: \_\_\_\_\_ IS THIS FOR:  Goods?  Services?  Both?

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission 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. \_\_\_\_\_