



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

**REQUEST FOR PROPOSAL**  
**DIRECT MAILING SERVICES**  
**RFP#UCA-25-013**

**PROPOSALS MUST BE RECEIVED BEFORE:**  
**9:00 A.M. Central Time on June 18, 2024**

**Proposal Delivery and Opening Location**

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

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

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.0 UCA Background**

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas are part of UCA’s diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15to 1. Students engage in research and publication opportunities at the undergraduate level that most students don’t have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master’s degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The university’s Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student- faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

The mission of the University of Central Arkansas is to maintain the highest academic quality and to ensure that its programs remain current and responsive to the diverse needs of those it serves. A partnership of excellence among students, faculty, and staff is a benefit to the global community. The university is committed to the intellectual, social, and personal development of its students; the advancement of knowledge through excellence in teaching and research; and service to the community. As a leader in 21st-century higher education, the University of Central Arkansas is dedicated to intellectual vitality, diversity, and integrity. Further information about the university can be found at [www.uca.edu](http://www.uca.edu) or <https://uca.edu/ir/>

#### **Board of Trustees**

The University is governed by the Board of Trustees composed of seven members. Each member is appointed by the Governor of Arkansas for a seven-year term. Terms of office are staggered, with one member completing a term each year.

### **1.1 Purpose**

The University of Central Arkansas (UCA) is seeking proposals from qualified vendors for direct mailing services for departments located at UCA, including, but not limited to, UCA Post Office,

Outreach and Community Engagement, Admissions, Financial Aid, and University Advancement, located at 201 Donaghey Avenue, Conway AR.

## 1.2 Issuing Officer

Audra Emerson  
Phone: (501) 450-3173  
Email: [aemerson3@uca.edu](mailto:aemerson3@uca.edu)

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should contact the Issuing Officer in writing.

## 1.3 Anticipated Procurement Timetable

RFP Issued: May 21, 2024  
Questions emailed: May 28, 2024  
Answers emailed: May 31, 2024  
Proposals Due: June 18, 2024 at 9:00 A.M.  
Completion of proposal review: June 21, 2024  
Tentative date for interviews (if necessary): June 24, 2024  
Contractor Commences Performance: August 1, 2024

## 1.4 Submission of Proposals

No later than **June 18, 2024** at 9:00 a.m., CST, one original (marked “original”) hard copy, three (3) electronic copies on flash drives (clearly identified with company name and RFP number), and one (1) redacted flash drive copy of the proposal to be submitted to:

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

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

**COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES.**

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.

## **1.5 Interview**

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 conduct oral presentations to the evaluation committee by via Zoom or go-to-meeting, in person, etc. 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 Director of Procurement 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.

## **1.6 Rejection of Proposals**

This solicitation does not commit the University of Central Arkansas to award a contract, to pay and 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.

## **1.7 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 Federal Government who exercises any functions or responsibilities in the review or 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.

## **1.8 Term of the Contract**

The contract period begins August 1, 2024 and terminates on June 30, 2025. By mutual agreement, the University and the contractor may elect to extend the contract in annual increments beginning July 1 and ending June 30 of subsequent years, on an annual basis not to exceed a total of seven years.

## **1.9 Public Opening of Proposals**

A public opening of all submitted proposals will be held on **June 18, 2024** at 9:00 a.m. CST 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 25-19-10-1 ET SEQ.

## **1.10 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.

## **1.11 Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the 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.

## **1.12 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.

## **1.13 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.

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

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

## **SECTION 2 SCOPE**

### **2.0 Purpose**

This Request for Proposal (RFP) is to solicit vendor proposals to provide direct mailing services for the University of Central Arkansas students.

### **2.1 Scope of Work / Specifications**

Below is a list of specification and requirements. Please respond as to how your company fulfills/satisfies each requirement.

- A.** Vendor must be fully liable for all UCA mail, its contents, and its confidentiality once it is picked up. No outsourcing will be permitted.
- B.** Vendor must be able to provide USPS Certifications as required by the U.S. Post Office and it must be included with the bid response.
- C.** Vendor will supply all USPS supplies as needed. This shall include Small Trays, Large Trays, Buckets, Small Sleeves, Large Sleeves.
- D.** Address list cleaning service (For lists provided by UCA), those lists provided by the vendor shall be expected to be cleaned prior to use.
- E.** Provide customized mailing lists based on selectable criteria, to include but not limited to:
  - a. Geographic Location/Proximity
  - b. Biographical Information (Age, Length of residency, Family composition, Income, etc.)
  - c. Resident Occupant Lists (Categorized info on Carrier Routes rather than individual recipients.)
  - d. Business Lists (Using company information such as annual sales/business, length of time in business, employee count, regions/areas serviced, etc.)
- F.** Mail Productions to include but not limited to:
  - a. Addressing/Labeling
  - b. Kitting
  - c. Folding (manually if and when product cannot be processed through automated means)
  - d. Inserting (manually if and when product cannot be processed through automated means)
  - e. Tabbing
- G.** Postage prices will be based on the current USPS postage rates.
- H.** The following information must be included in the Bid:
  - a. Fixed and guaranteed same day service metered mail rate.
  - b. Rate for non-qualifying presort mail.

- c. Rate for account setup and for forwarding mail.
- d. Volume and Savings Quarterly Reports (include sample report).
- e. Pick-ups per working day.
- f. Times of pickups.
- g. Alternative and options for not picking up by 4:00 p.m. per incident.
- h. Identify U.S. Postal Station where mail will be delivered each day.
- i. Please include any additional costs such as Rejects, Sort Fees, and any other additional fees or costs.
- j. Vendor's Presort Rates for Letters, Flats, and Postcards.
- I.** Please include the following about your company:
  - a. Volume currently handled
  - b. Current clients
  - c. Years the company has provided pre-sort services.
  - d. List other services offered by your company.
- J.** One hundred percent (100%) Mail Presort Service must be controlled by Company's employees. There is to be NO OUTSOURCING.
- K.** Minimum Insurance Requirements
  - a. The contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following terms of insurance, in carriers acceptable to and approved by UCA.
    - i. Workers' Compensation/Employer's Liability
      - 1. Worker's Compensation – statutory
      - 2. Employer's Liability - \$500,000
    - ii. Commercial General Liability
      - 1. Bodily Injury/Personal Injury - \$1,000,000 Per Occurrence  
\$2,000,000 Aggregate
      - 2. Property Damage - \$1,000,000 Aggregate
    - iii. Professional Liability - \$1,000,000 Per Occurrence  
\$2,000,000 Aggregate
  - b. UCA reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
  - c. Required Provisions:
    - i. Proof of Carriage of Insurance – All certificates of insurance will be required in duplicate and filed with the Procurement Agent.
    - ii. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.

## **2.2 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.

### **2.3 Termination for Default**

The Vendor shall be in the default under this Contract upon failure to perform, keep or observe any of the terms, covenants or conditions within seven (7) days (or such longer period as may be necessary to cure provided that cure is commenced within the initial seven (7) days) after notice from UCA specifying the nature of the deficiency with reasonable particularity and the corrective action that it to be taken within such period to cure the deficiency.

This paragraph does not limit any other legal right of the University to terminate the contract.

### **2.4 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 Consultant 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 Consultant and the University for partially completed deliverables.

### **2.5 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.

### **2.6 Termination of Biennial Crossover of Funds**

Pursuant to Ark. Code § 19-11-238 UCA shall terminate any Contract resulting from this request at the end of any biennial period when funds have not been appropriated or are otherwise unavailable to continue the contract in the following biennial period. UCA shall provide the Contractor written notice that the contract shall terminate in ninety (90) calendar days or at the beginning of the next biennial period, whichever comes first. UCA may cancel or curtail this Contract to the extent funds are no longer legally available for expenditures under this contract. The University shall honor outstanding commitments made and approved prior to the termination of the Contract and for services rendered including fees or obligations agreed to before the termination of the Contract. If the Contractor has provided services and there are no longer funds procedurally or legally



available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission

## **2.7 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.

## **2.8 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.

## **2.9 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 as well as the approach and work plan for the project presented in the proposal.	40%
2. Recommendations and/or references from third parties indicating the respondent's past performance.	10%
3. Presentation (Interview response to questions, overall team qualifications and project approach)	20%
4. Respondent's cost proposal	30%
<b>TOTAL POSSIBLE</b>	<b><u>100</u></b>

The following approach will be used in evaluating the proposals:

- Review the technical proposals
- Contact selected references
- Select finalist(s)
- Schedule phone interview 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 insure 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 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 where applicable.

- Part III 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 IV 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.
- Part V (Attachments) are included in this RFP as forms to be completed and returned with your proposal.

#### **4.1 Proposal and Qualifications**

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

##### **Cover Letter**

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

##### **Qualifications, Related Experience and References**

- Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), locations of corporate headquarters, if applicable, and the primary office that will service UCA, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.
- Describe your firm’s experience and qualifications for providing the required services to UCA. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experiences within the last five (5) years that is relevant to the scope of work outlined in this RFP.
- Provide an overview of your current client base and industries you serve.
- What is your customer retention rate and how is this measured?
- Provide case studies for a maximum of three existing clients similar to UCA including details of how your product met their needs, issues that came up in transition and how the issues were resolved.
- Provide references for a maximum of three of your current customers.
- Has your company recently merged with, acquired or sold to other companies or do you have plans to do so?

- Do you anticipate any significant changes coming in the next few years that might impact the requirements of this RFP or your ability to meet the obligations if you are awarded the contract?
- Based on your understanding of UCA and the Scope of Work above, what do you anticipate being the biggest challenge for your company if you are awarded the contract? Describe what steps you plan to take to address the challenge.

### **Staffing and Project Organization**

- Identify the key personnel from your firm who would be assigned to the project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, and office location(s).
- Describe the ongoing service team and include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

## **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 28 at 3:00 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 Purchasing 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 Director of Procurement 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.

## Section 6 UCA Standard Terms and Conditions

### [Standard Terms and Conditions](#)

### **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.”***

**Part I**  
**Signature Certification Page**

Proposal Number and Description: UCA-25-013 Direct Mailing Services

Issue Date: May 21, 2024      Buyer: Audra Emerson

Bid Opening Date and Time: June 18, 2024 at 9:00 A.M. CST

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: \_\_\_\_\_



**Part III**  
**RFP #UCA-25-013 Direct Mailing Services**  
**\*Official Pricing Sheet**

For pricing purposes only please assume the quantity of 5,000. Actual ordered quantities will vary.  
 Postage prices will be based on the current USPS postage rates.

DESCRIPTION	UNIT PRICE	U/M	TOTAL
Direct Mail Services: 1. Address List Cleaning 2. NCOA Address File	1. _____ 2. _____	_____ _____	1. _____ 2. _____
Vendor Provided Mailing List 1. Occupant/Residential 2. Occupant/Residential with Names 3. Consumer 4. Business 5. Special Search Criteria 6. Media Pricing- Electronic	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	_____ _____ _____ _____ _____ _____	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
Inkjet Addressing 1. Presort & Inkjet Addresses 2. Presort & Print Labels	1. _____ 2. _____	_____ _____	1. _____ 2. _____
Labeling 1. Machine 2. Hand	1. _____ 2. _____	_____ _____	1. _____ 2. _____
Kitting	_____	_____	_____
Fold Only 1. C-Fold, Z-Fold, Double, Parallel	1. _____	_____	1. _____
Inserting-Machine #10 1. Single Piece 2. Single Piece with Return 3. Additional Inserts	1. _____ 2. _____ 3. _____	_____ _____ _____	1. _____ 2. _____ 3. _____
Inserting – Machine Flats 1. Single Piece 2. Additional Inserts	1. _____ 2. _____	_____ _____	1. _____ 2. _____
Inserting – Hand	_____	_____	_____

1. Single Piece 2. Single Piece with Return 3. Additional Inserts	1. _____ 2. _____ 3. _____	_____ _____ _____	1. _____ 2. _____ 3. _____
<b>Tabbing</b> 1. 1 Tab – White 1” 2. 2 Tab – White 1” 3. 1 Tab – Translucent 1” 4. 2 Tab – Translucent 1” 5. 3 Tab – White 1.5” 6. 3 Tab – Translucent 1.5”	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	_____ _____ _____ _____ _____ _____	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
<b>Digital Copies</b> 1. Letters 2. Flyers 3. Brochures  <b>NO TRADITIONAL PRINT JOBS ALLOWED</b>	1. _____ 2. _____ 3. _____	_____ _____ _____	1. _____ 2. _____ 3. _____
<b>OVERALL TOTAL</b>			_____

**Vendor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Main RFP Contact 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. \*Offeror must provide a written detailed description of any costs not identified above on a separate sheet.
5. Please list any fees, including but not limited to handling, processing and forwarding which are above or beyond the prescribed USPS bulk mailing rates and may be incurred through the usual course of Mail Processing. Include any and all fees associated with the regular course of Direct Mail Services, including but not limited to set-up, sorting, handling, coding, etc., and any features or requirements that are not listed. Please insure all costs are clearly identified and provide appropriate Unit of Measure for each as well as minimum amounts where applicable. In the event there is tiered pricing for a particular service based on amount, weight, etc., please indicate those break points and the corresponding pricing. When completing the attached pricing form, it may be necessary to further segment or expand each category to provide all the information requested.
6. NO TRADITIONAL PRINTING JOBS ARE ALLOWED. DIGITAL PRINTING JOBS ONLY.

**Part IV: Addendum Acknowledgement Sheet**  
**RFP# UCA-25-013**  
**Direct Mailing Services**

Sign the appropriate line to acknowledge any addendums posted in response to this Request for Proposal.

1. Addendum #1 \_\_\_\_\_

2. Addendum #2 \_\_\_\_\_

3. Addendum #3 \_\_\_\_\_

**Proposal Part V-Attachments**  
**Attachment 1: 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 2: 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 3: UCA 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: \_\_\_\_\_

\_\_\_\_\_

# 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.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #:    ---    ---    OR    ---		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/> 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 (v)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	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 AN ENTITY (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 (v)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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 _____	Contact Phone No. _____	Contract or Grant No. _____
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