



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

REQUEST FOR PROPOSAL
RFP#UCA-25-012
Employee Health and Wellness Program

PROPOSALS MUST BE RECEIVED BEFORE:
9:00 A.M. Central Time on [Thursday, August 8, 2024](#)

Proposal Delivery and Opening Location

University of Central Arkansas
201 Donaghey Avenue
Wingo Hall 113
Procurement Office
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 15 to 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 or <https://uca.edu/ir/>

1.1 Issuing Officer

Audra Emerson, Buyer

Phone: (501) 450-3173 **Email:** 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.

1.2 Contract Administrator

Taylor May, Assistant VP of HR and Risk Management

Phone: (501) 450-5052 **Email:** tmay5@uca.edu

1.3 Anticipated Procurement Timetable

RFP Issued: July 18, 2024

Questions emailed: July 23, 2024

Answers emailed: July 25, 2024

Proposals Due: August 8, 2024 at 9:00 A.M.

Proposal Review Completed: August 14, 2024

Presentations: Week of August 26-30, 2024

ALC Review: November 2024 (contract from vendor must be received by UCA no later than October 1, 2024)

Contractor Commences Performance: January 1, 2025

1.4 Submission of Proposals

No later than **August 8, 2024** at 9:00 a.m., CST, one original (marked “original”) hard copy, five (5) 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
Attn: Audra Emerson
Procurement Office
201 Donaghey Ave. Wingo Hall 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. Cost Proposal must be enclosed in a separate sealed envelope and marked as such. Any reference to cost(s) included with the technical/business proposal will result in offeror’s proposal being rejected. The technical/business proposal will be evaluated prior to the cost proposal contents being reviewed.

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

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

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

1.5 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 understanding. If necessary, the Director of Procurement will schedule time and location for any required presentations. Vendors who are shortlisted for presentations will need to prepare an hour presentation in order to cover enough details regarding the proposed system. Thirty minutes of the presentation will be dedicated to the vendor to provide an overall view of the proposed system and thirty minutes will be dedicated to questions and answers.

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 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.

1.7 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 for services begins January 1, 2025 through December 31, 2025. The University is interested in an initial one (1) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the total contract term including extensions be greater than seven (7) years from.

1.9 Public Opening of Proposals

A public opening of all submitted proposals will be held on **August 8, 2024** at 9:00 a.m. CST at the:

University of Central Arkansas

Procurement Department
201 Donaghey Ave. Wingo Hall 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 and Program Overview

The University of Central Arkansas is seeking proposals from experienced and qualified Health and Wellness providers to assume the design and delivery of a comprehensive health and wellness initiative.

Required Elements of the Wellness Program Responsive Proposals will describe the Respondent's solutions for the Wellness Program with the goal of a program that will, engage eligible individuals in proactively managing their health, result in measurable improved health outcomes for participants, contribute towards a reduction in healthcare costs, and maintain compliance with HIPAA, GINA, ADA, ERISA, PHS, PIPA, BIPA, ADEA, PDA, COBRA, and all other pertinent laws, rules and regulations. The respondent must also demonstrate how they will work with a self-funded health plan and benefits consultants to stay at the cutting edge of the employee wellness industry.

The University of Central Arkansas provides employee benefits to approximately 1400 employees and retirees. The majority of them reside in central Arkansas. Retirees are only covered by the health plan until age 65. UCA has a self-funded health and dental plan along with vision, life, and long-term disability insurance, and voluntary products. UCA initiated its current wellness program, called Be Well, on January 1, 2017. Please go to the following link for information: <http://uca.edu/bewell/>.

2.1 Overview of Required Service Components

Responses should reflect the areas of demonstrated competence and qualifications. Proposal responses should include the requested information below:

- A. Onsite and/or facilitation of remote Biometric Screening
- B. Annual Health Risk Assessment Questionnaire (online platform) and detailed wellness reports for the organization as a whole and for each member (Please provide examples of each)
- C. Incentive design strategy for participation based and outcome-based programs
- D. Health Coaching for multiple conditions and behavioral health issues including tobacco cessation
- E. Web portal with capability to track onsite health and wellness activities (flexible enough to accommodate different events at different sites)
- F. Superior analytics of program engagement at the organization and member levels
- G. Ability to integrate with current benefit systems and accept data uploads from screening partners or other related vendors
- H. Standard and customized reports of participant data/activity readily available to program coordinator at all times
- I. Availability of mobile phone app or mobile website compatibility
- J. Ability to utilize UCA branded Communication Materials
- K. Wellness challenges and events tailored for the culture of the organization
- L. Reasonable Alternative Standard Management, it is preferred that disease management programs (COPD, Diabetes, CAS, Cancer Support, CHF, etc.) be included
- M. Attendance at UCA benefits fair and/or other campus events
- N. Provision and distribution of program activities and materials in languages other than English

2.2 Wellness Vendor Overview

- A. Legal name of company and website address
- B. Name(s) and title(s) of principal owner(s)

- C. Primary business address(es), phone numbers and fax numbers.
- D. Name of primary contact person, email address(es), telephone and fax number(s)
- E. Company's length of time in business, year founded, number of employees and brief history
- F. Explain your company's organizational structure. Is your company public or privately held? Include sister companies, subsidiaries, affiliations, divisions and parent holding entities.
- G. Number of employees (total and dedicated to wellness, if applicable)
- H. Do you contract / sub-contract for any of the services you provide? That is, are all who will be providing us services from your company direct employees? If not, who is not?
- I. Please describe the credentials, training and certifications of your staff that perform any individual or group contact with organization members (health coaching, screening, inbound calls, etc.)
- J. Process for merging data (i.e. from screening partners to employee portal)

2.3 Vendor Philosophy and Experience

- A. What is your company's philosophy/mission and vision?
- B. What is your company's largest competitive advantage? What differentiates you from other providers?
- C. What are considered to be your company's core services?
- D. Provide an overview of your customer base. How many client organizations, what industries are represented and how many total employees do you serve?

2.4 Account Management Support

- A. Describe what data and in what format you would need prior to implementing your services to our group.
- B. Describe the key project milestones and timelines for designing and deploying a wellness program (e.g., agreement to initial implementation, biometric screening scheduling and execution, health risk assessment administration, communication, results to employees and organization, IT design and implementation, etc.).
- C. Describe the team supporting us, in terms of roles and responsibilities.
- D. Would you describe your services as more turnkey or flexible? Explain.

2.5 Service and Support Capabilities

- A. What method of screening or assessment is preferred?
- B. What measurements are used to score a participant's health?
- C. Do you use self-reported information?
- D. Please explain your procedure utilized when critical lab results are identified.
- E. What is the minimum number of lives required for onsite biometric screenings?
- F. Explain how you accommodate logistical challenges like shift workers or employees who start after the plan year has begun?
- G. What support is provided in the scheduling and coordination of the wellness screening events?
- H. How will your company assist in a communications strategy for all components of the program?
- I. What communication support would we receive (e.g. newsletters, flyers, posters, postcards, etc.)? Please delineate what is included as a standard package and what services may incur additional fees. Please provide sample materials.
- J. Are there any special features to your communication and marketing efforts that would set you apart from your competitors? Please describe.
- K. What's the biggest area of improvement for your platform, and why?

2.6 Engagement Capabilities

- A. Describe any value-added services that will be provided at no additional cost.
- B. How accessible is your member support team to members?
- C. Describe services related to Health Coaching. Method of coaching (telephonic, email, in person, group chat, etc.)? Is there an extra fee?
- D. What is your top-5 incentive design components that see the highest engagement?
- E. What are top-3 examples of how to you encourage better wellbeing among members each day?
- F. How do you accommodate members with limited access to computers and phones?
- G. Explain how you define and what support you provide for high, moderate and low risk individuals.
- H. Show examples of the mobile application available to take the health assessment and track individual participation.
- I. Provide examples of wellness challenges or other event ideas.
- J. How does your organization define engagement?
- K. How do you enable members to integrate their specific information in your worksite wellness program with the member's physician?
- L. Describe your ongoing engagement strategy.
- M. How does your company handle the Reasonable Alternative Standard requirement? Is any additional cost associated with this service?

2.7 Data and Reporting

- A. Describe the aggregate reporting the organization would receive including screening results, ROI, etc.
- B. How do you demonstrate a return on the client's financial investment?
- C. How will you share data and integrate services with our vendor partners?
- D. How will you engage 'decision makers' and administrators in annual reports or ROI presentations?

2.8 Quality and Security

- A. How will you track organization and member satisfaction?
- B. What kind of physical security do you have in place for your web technology?
- C. Describe how the data is stored and backed-up within your facilities or at a remote location.
- D. What are your disaster recovery plans?
- E. Provide privacy policies for any outside vendors and for any software platforms utilized to store organization and member information.

2.9 Voluntary Product Accessibility Template

Provide your VPAT (Voluntary Product Accessibility Template) for accessibility or your WCAG 2.1 Conformance Statement. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 Contract Period and Compensation

The term of the 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:

Criteria	Weight
1. Vendor's overall proposal content	20 pts
2. Vendor's understanding and ability to provide all requested services and thoroughly respond to each item presented in Section 2.	25 pts
3. Qualifications, experience and performance on projects of similar nature and scope by project manager and other key individuals proposed.	10 pts
4. Respondent's cost proposal	45 pts
5. Presentation/Demonstration	50 pts
Total	150 pts

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.

Those that are selected as Finalist will be scored on their presentation including software demonstration, presentation, response to questions, overall team qualifications, project approach, remaining on topic and staying in the allotted, designated amount of time.

3.1 Experience, Qualifications, and References

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrate 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.

- Furnish background information about your company, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), locations of corporate headquarters, and the primary office that will service CIS, number and locations of any other satellite offices, 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 company'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 are relevant, to the scope of work outlined in this RFP. Company's history should include:
 - Documentation of vendor's experience
 - Expertise vendor can provide as it relates to public higher education clients
 - Summary listing of previous projects similar to this RFP in size, scope, and complexity
 - Key staff who will be assigned to the project who have requisite skills and abilities to meet all requirements of this RFP including resumes.
 - Subcontractors used, if any
- 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 from other higher education institutions (use the included References sheet).
- Has your company recently merged with, acquired or sold to other companies or do you have plans to do so? Please explain.

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 Staffing and Project Organization

- Identify the key personnel from your company who would be assigned to the project. Include a brief description of the number of years with your company, 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.

3.5 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

This section shall contain all pertinent information relating to the bidder's organization, personnel, and experience that would substantiate the company's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested, and tabbed as follows:

4.1 Documents to be Submitted

There are four 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.
- 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 are the Attachments which must be submitted and/or signed 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 Company. Discuss how your company's overall experience demonstrates your ability to successfully complete the Scope of Services. Provide a detailed list of services you have provided to higher education 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 company as well as all prior service.
- C. Comparable Projects. Provide a brief list and description of comparable clients and their employee health and wellness 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 all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 1.3).

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 **July 23, 2024 at 3:00 p.m.** All questions must be marked "Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed 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/procurement.

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:

[UCA 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: UCA-25-012

Description: Employee Health & Wellness Program

Issue Date: July 18, 2024

Buyer: Audra Emerson

Bid Opening Date: August 8, 2024

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

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE.

Company Name: _____

Name (Type or Print) _____

Title: _____

Address: _____

Telephone Number: _____

RFP Contact 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-25-012 Employee Health & Wellness Program
***Official Pricing Sheet**

***This shall be submitted as a separate document from the technical proposal**

Cost Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Initial Cost of Software + Implementation (including data migration and start-up)								
Annual Maintenance and Support (please indicate if first year maintenance is included in the installation fee)								
Health Screenings								
Communication Materials								
Planning & Reporting Services								
Training Costs								
*Any Other Costs not defined Above								
Grand Total	\$	\$	\$	\$	\$	\$	\$	\$

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.

**PART IV
ATTACHMENT 1
PROPOSER'S 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 Company			
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 Company			
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 Company			
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

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 4 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:
 Yes No

SUBCONTRACTOR NAME:

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME:

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 <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	<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 <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	<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. _____