



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

REQUEST FOR PROPOSAL
Employee Benefits Consultant
RFP#UCA-25-040

PROPOSALS MUST BE RECEIVED BEFORE:
9:00 A.M. Central Time on [Thursday, February 13, 2025](#)

Proposal Delivery and Opening Location
University of Central Arkansas
201 Donaghey Ave. Wingo Hall Ste. 113
Procurement Department
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 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 2024, 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 Science and Engineering. 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.

There are approximately 1,350 benefit eligible employees within the university. The University of Central Arkansas offers the following group benefit programs:

Program	Company	Enrolled
Medical (self-funded)	Arkansas Blue Cross and Blue Shield	2317
Pharmacy Benefit Manager	Magellan (Changed to Prime Therapeutics)	2317
Wellness Program Manager	Healthcheck360	615
Dental (self-funded)	Arkansas Blue Cross and Blue Shield	2458
Basic & Optional Group Life, Spouse and Child Life	Madison National	2742
Long-Term Disability	Madison National	1354
Vision	Superior Vision	2012
Section 125 (FSA,DCAP,HSA)	Benefitfocus	418

Additionally, the University offers the following voluntary products:

Products	Company	Enrolled
Accident, Critical Illness, & Short-Term Disability (self-billed)	Lincoln	1043

1.2 Issuing Officer

Meghan Cowan, Buyer Supervisor
Phone: (501) 450-3173 Email: meghanp@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.

1.4 Contract Administrator and Project Officer

Taylor May, Assistant VP of HR and Risk Management
Phone:(501) 450-5051 Email: tmay5@uca.edu

1.5 Anticipated Procurement Timetable

RFP Issued: January 15, 2025
Questions emailed: January 20, 2025
Answers emailed and posted: January 30, 2025
Proposals Due: February 13, 2025 at 9:00 a.m.
Proposals Reviewed By: February 21, 2025
Tentative Date for Presentations if Needed: Week of March 10-14, 2025
UCA Board Review/ALC Review: TBD
Contract Start: July 1, 2025

1.6 Submission of Proposals

No later than **February 13, 2025 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: Meghan Cowan, 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.

1.7 Presentation & Interview

Proposers that submit responsive proposals, and receive the highest technical plus the cost scores, will be designated as the top Finalists. Top finalist selected for final evaluation may be required to make an oral presentation to the evaluation committee. The presentation and interview will be scheduled after the Technical Proposal and Cost Proposal review process has been completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement or designee 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.

1.8 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.

1.9 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.

1.10 Term of the Contract

The contract begins July 1, 2025 through June 30, 2028. The University is interested in an initial three (3) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one, two, or three year increments or any portion thereof, but not less than monthly increments, the contract amount for compensation for any renewal periods will be negotiated by the Contract Administrator or Department Head prior to the expiration of each contract period. In no case will the total contract term including extensions be greater than seven (7) years from.

1.11 Public Opening of Proposals

A public opening of all submitted proposals will be held on February 13, 2025 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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 OF WORK

2.1 Scope of Services Required

The University of Central Arkansas is requesting information from interested consulting firms to provide professional services to include the following:

- Renewal negotiation with all benefit vendors
- To bid for costs and services and provide evaluation of bid documents for group insurance when appropriate.
- Provide assistance in the resolution of benefit claims issues.
- Review of current trends and best practices, analytical reports, wellness initiatives, and other insurance programs that may be of value to the university.

We are seeking an innovative, forward-thinking and objective consultant who will assist the University in its on-going insurance related programs and decision-making process regarding benefits.

This RFP is issued to establish the existence of qualified firms or individuals interested in performing benefits consulting services for the University. The award may not be exclusive and UCA retains the right to utilize other attorneys or firms to provide employee benefits consulting services.

SECTION 2.2 Consultant Requirements

The Consultant shall be professionally licensed to do business in the State of Arkansas.

2.2.1 The Consultant shall have developed, recommended, assisted and provided support in the implementation and ongoing support of comprehensive benefit plans for comparable organizations.

2.2.2 The Consultant shall have experience developing, analyzing and presenting a comprehensive benefit plan reporting package including:

- Monthly analysis of plan usage,
- Monthly/quarterly/annual analysis of major claims data,
- Regional and national trending comparison information

2.2.3 The Consultant shall assist in the annual enrollment processes by providing educational materials, information and supplemental support.

2.2.4 The Consultant shall, at the time of renewal and/or bid, provide and present information on the current University's plans with other possible insurance options. The comparison shall be based on the following as a minimum:

- Comparability to other plans and types of plans.
- Availability of other plans/products.
- Cost of each plan.
- Eligibility of other employees/retirees/dependents.
- Market trends.

2.2.5 The Consultant shall outline how their proposed service will be provided to the University; describe their process of reviewing the data to be provided and how they will produce their alternatives and recommendations.

2.2.6 The Consultant shall provide annual and perpetual enrollment options via online or phone and utilize all reasonable means of electronic data transfer and storage.

2.2.7 The Consultant shall be knowledgeable and advising on current federal and state legislation and compliance issues related to the delivery of benefit plans, as well as initiate necessary plan compliance for the University.

2.2.8 The Consultant shall be knowledgeable of current accounting practices related to the delivery of benefit programs including current GASB requirements along with the ability to provide supporting documentation when requested.

2.2.9 The Consultant shall collaborate with the University to ensure that appropriate time is allowed for the preparation of ancillary reports, requests for proposals and bid processes.

2.2.10 The Consultant shall review and evaluate vendor contractual agreements (performance guarantees, rebates, etc.) and provide recommendations.

2.2.11 Accepted proposal will be effective the first day of the new fiscal year (July 1).

2.2.12 **Primary Requirements:**

Consultant must demonstrate that they will have the capabilities to perform the below services in two (2) broad categories:

- Consulting Services
- Negotiating Services

Consulting services to be provided include but are not limited to:

- Review the University's voluntary benefits programs and assess opportunities for improvements in cost savings and services provided.
- Make recommendations for changes in programs with the objective of providing better services and lower costs.
- Provide assistance and guidance to the University in the selection and implementation of new University programs and/or changes to existing programs.
- Access to senior level consulting services whenever needed.
- Access to compliance and actuarial resources as needed.
- Quarterly status and stewardship meetings.

Negotiating services to be provided include, but are not limited to:

- Analyzing the program financials and negotiating the most advantageous rate and discount arrangements for participants.
- Negotiating service enhancements for existing coverage
- Discovering ways to improve program management to reduce administrative costs.
- Leveraging competitive marketing to solicit optimal term from existing, alternative or multiple carriers.

As evidenced by the nature of the tasks listed above, UCA expects to have a close working relationship with its Benefits Consultant and requires that the firm demonstrate a high degree of experience, training, and proficiency in the conduct of the various functions performed. The Benefits Consultant should have extensive background in the areas mentioned in Section 2.1. In addition, UCA expects that its Benefits Consultant will comply with current industry standards and will maintain appropriate expertise at the firm's own expense.

2.3 UCA Shall

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

2.4 Termination 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.

2.5 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.

2.6 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 authorize 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.

SECTION 3 REQUIREMENTS

3.0 Evaluation and Assessment of Proposal

An evaluation committee shall rank the interested firms based on their written proposals using the ranking system set forth below. Firms shall be evaluated on the following criteria.

Vendors who are selected for interviews will be evaluated based on the criteria in Phase I and Phase II below:

The rating scale shall be from 0 to 160 points for their technical proposal. Weighting factors for the criteria are listed adjacent to the qualification. Award will be made based on total cumulative points.

Technical Criteria (Phase I)	Weight
1. Vendor's Overall Proposal Content	10
2. Vendor's Response to the Questions and Information	30
3. Recommendations and/or references from 3 rd parties indicating the respondent's past performance.	10
4. Evidence of ability to provide the requested services.	20
5. Respondent's Fee Proposal	30
6. Presentation	60
	Total Possible 160

Cost Proposal Criteria (Phase II)

**Weight
30**

The awarding of the cost proposal points will be conducted by the UCA Procurement Department and reviewed by the evaluation committee appointed by the University of Central Arkansas. The awarding of cost proposal points will be determined by the following sample formula:

$a/b \times c = \text{points awarded}$
a=lowest cost proposal
b=second lowest cost proposal
c=30 total points

Presentation & Interview Criteria (Phase III)

Weight

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

Total Possible 60

The following approach will be used in evaluating the proposals:

- Review the proposals.
- Select finalist(s) based on the highest scores.
- Schedule presentations and interviews of finalist.
- Select the vendor based on the top score for the presentation and interview criteria in Phase III.

3.1 Experience

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.

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 points 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.

3.5 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.

SECTION 4 PROPOSAL SUBMISSION REQUIREMENTS

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.

The information listed below is required to be submitted and should be organized in the order listed below to facilitate the proposal review process.

- ✓ Cover Letter with signature providing interest in the project.
- ✓ Table of Contents
- ✓ Firm's or personal history include organizational chart.
- ✓ List team member names and qualifications that will be or might be utilized on this project.
- ✓ Identify the person to contact in the event questions arise.
- ✓ Projects currently under contract with State Agencies or Educational Facilities
- ✓ Similar project experience and provide at least three client references for which the firm has provided services of similar size and scope (See attachment 2).
- ✓ Overview of services provided.
- ✓ Describe your scope of expertise for all employee benefits and voluntary benefits in particular.
- ✓ Describe the knowledge and experience your firm brings specifically as it relates to the higher education sector.
- ✓ Provide detailed information regarding any legal action taken against your firm, or any proposed consultant to provide services to the University for any reason and the outcome of that action.
- ✓ Please confirm that your firm has errors and omissions insurance and professional liability coverage and detail the levels of coverage.
- ✓ Confirm that you hold all appropriate licensure(s) for providing benefit consulting services in the State of Arkansas. Provide a list of the licenses/certifications held by your organization.
- ✓ Can your firm represent these products on behalf of the University in all 50 states?
- ✓ Please identify any known conflicts of interest that would exist between your future relationship with the University and your relationship with other clients or insurers.

4.1 Documents to be Submitted

- ✓ Signature Certification Page (Attachment 1): 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.

- ✓ Proposal and Qualifications: There is no form. You should prepare a PDF or Word document with your responses to the items listed in Section 2.
- ✓ Cost Proposal Page (Attachment 3): 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.**
- ✓ Attachments (Attachments 1-6): Must be submitted and/or signed regarding this Request for Proposal.

SECTION 5 PROCUREMENT

5.1 RULES OF PROCUREMENT

To facilitate the procurement of requests for proposals, 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 1.5).

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 January 20, 2025 at 3:00 p.m. All questions must be marked "Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed to all organizations that received a copy of the Request for Proposal.

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.

5.5 Cost of Preparing Proposals

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

5.6 Disposition of Proposals

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

5.7 Proposal Amendments and Rules of Withdrawal

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

5.8 Acceptance of Proposals

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

5.9 Evaluation of Proposals

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

5.11 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

SECTION 6: STANDARD TERMS AND CONDITIONS

Can be located here: [Standard Terms and Conditions](#)

UCA RIDER

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

(1) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”

(2) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”

ATTACHMENT 1: SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-25-040

Issue Date: January 15, 2025

Description: Employee Benefits Consulting Services

Buyer: Meghan Cowan

Bid Opening Date &Time: February 13, 2025 at 9:00 A.M. CST

Company Name: _____

Main Contact Name for RFP (Type or Print): _____

Title: _____

Address: _____

Phone Number: _____ E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

_____ Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: _____

ATTACHMENT 2: PROPOSER REFERENCES

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 current higher education client references for services performed which are like the scope of work to be performed in this contract.

	Customer Name	Contact Name	Contact Phone Number	Contact Email Address
1.				
2.				
3.				

Please provide two former higher education client references below (former clients should be within the last 5 years)

	Customer Name	Contact Name	Contact Phone Number	Contact Email Address
1.				
2.				

ATTACHMENT 3: OFFICIAL PRICING SHEET

The Consultant shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein. PLEASE NOTE: **This page shall be placed in a separate sealed envelope clearly marked on the outside "OFFICIAL PRICING PAGE – RFP UCA-25-040". Only submit the one Original Pricing Page, extra copies are not required.**

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

1. Cost for Services First year (FY26) \$ _____
2. Cost for Services Second year (FY27) \$ _____
3. Cost for Services Third year (FY28) \$ _____

Total Cost for 3 Years \$ _____
(This is mandatory do not leave blank)

Vendor Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____

Main RFP Contact Email: _____

Signature of Authorized Official:

NOTE:

1. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the vendor.
2. The fees will include the services and requirements described in this request for proposals. **COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**
3. All charges associated with the work to be performed shall be included on this Official Bid Price Sheet and shall be valid for 90 days following the proposal opening.
4. Failure to use the Official Bid Price Sheet may result in disqualification of proposal.
5. UCA reserves the right to accept, reject or negotiate any such proposal.

ATTACHMENT 4: EO POLICY

ATTENTION CONTRACTORS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although contractors are encouraged to have a viable equal opportunity policy, a written response stating the contractor does not have such an EO Policy will be considered that contractor's response and will be acceptable in complying with the requirements of Act 2157.

Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.

Effective August 2005, this is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (501) 450-3173.

Sincerely,

Cassandra McCuien-Smith, CPPO CPPB
Director of Procurement

To be completed by business or person submitting response: (check appropriate box)

_____ EO Policy Attached

_____ EO Policy previously submitted to UCA Procurement Office

_____ EO Policy is not available from business/person (must provide a written response)

Company Name Or Individual:

Title: _____ Date: _____

Signature: _____

ATTACHMENT 5

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who employs or contracts with an illegal immigrant. The Contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Knowingly employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: University of Central Arkansas

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date

ATTACHMENT 6: CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: _____ Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ --- COUNTRY: _____

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

FOR INDIVIDUALS*

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

Position Held	Mark (√)		Name of Position of Job Held <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

RFP#UCA-25-040 Employee Benefits Consultant

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. _____