PURCHASING OFFICE
2125 COLLEGE AVENUE, Suite 2
CONWAY, AR 72034

REQUEST FOR PROPOSAL

Employee Benefits Consulting Services
RFP#UCA-18-093

PROPOSALS MUST BE RECEIVED BEFORE:
1:30 P.M. Central Time on Tuesday, May 8, 2018

Proposal Delivery Address:
University of Central Arkansas
2125 College Ave. Suite 2
Conway, AR 72034
REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-18-093
Buyer: Meghan Cowan

Description: Employee Benefits Consultant Services
RFP Due Date: May 8, 2018

Issue Date: April 18, 2018
Time: 1:30 P.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 PURCHASING OFFICE.

Company Name: ___________________________________________________________

Name (Type or Print) ___________________________________________________________

Title: _____________________________________________________________________

Address: ___________________________________________________________________

Telephone Number: ______________________ Fax Number: _________________________

E-Mail Address: ___________________________________________________________________

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

__________________________________________________________________________

Federal Employer Identification Number or Social Security Number

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

Signature: ___________________________________________________________________

__________________________________________________________________________
University of Central Arkansas History

The University of Central Arkansas was established as Arkansas State Normal School by the General Assembly of Arkansas in 1907, with statewide responsibility for preparing citizens to teach Arkansas children. Summer sessions were started in 1910.

The name of the institution was changed to Arkansas State Teachers College in 1925. By legislative enactment, the Board of Trustees was given authority to grant appropriate degrees. In January 1967, the name of the institution was again changed by the State legislature to the State College of Arkansas, expanding its statewide role to a multipurpose institution. On January 21, 1975, the governor of Arkansas signed a bill granting university status to the institution and naming it the University of Central Arkansas.

The first diploma granted by Arkansas State Normal School was the Licentiate of Instruction, and in 1922 the first baccalaureate degrees were granted. Today the university’s comprehensive undergraduate curriculum comprises more than 90 major programs and ten different degrees. A program of study leading to the Master of Science in Education degree was inaugurated in 1955, and the Educational Specialist degree was begun in 1980. Since that time, UCA has developed a variety of high quality offerings in graduate studies, with more than 55 graduate program options and 14 different graduate degrees, including doctoral programs in physical therapy and psychology. Extension classes were first offered through Correspondence Study courses in 1919-1920 and Study Clubs in 1920-1921. Academic outreach, including extended-learning opportunities for undergraduate and graduate credit and in non-credit courses, continues to play an important role in fulfilling the university’s twenty-first century mission.

Currently, the university has 11,487 students and 725 faculty members located in Conway, Arkansas, a community of 50,000 people 30 miles north of Little Rock, Arkansas. The Provost serves as the chief academic of officer of the institution and is responsible for instructional programs, academic personnel, and academic policy. University entities reporting to the provost include six academic colleges (College of Business, College of Education, College of Fine Arts and Communication, College of Health and Behavioral Sciences, College of Liberal Arts, College of Natural Sciences and Mathematics), the Honors College, the Graduate School, Sponsored Programs, the Registrar and Torreyson Library.

The changing character of the institution was recognized in 1925 with the change in its name to Arkansas State Teachers College. Marked changes have continued as the institution assumed responsibility for liberal arts and education and increased its specialized programs. Its name was changed in 1967 to State College of Arkansas and in 1975 to the University of Central Arkansas.

The University is composed of the College of Business; College of Education; College of Fine Arts and Communication; College of Health and Behavioral Sciences; College of Liberal Arts; College of Natural Sciences and Mathematics; and graduate programs in a variety of disciplines. Other academic units include an undergraduate Honors College and a range of academic support services. The University provides educational opportunities to its students in preparation for graduate study, professional training, or immediate career entry in certain fields.
Board of Trustees

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

Academic Programs

At present, the University consists of six colleges - the College of Business, the College of Education, the College of Fine Arts and Communications, the College of Health and Behavioral Sciences, the College of Liberal Arts, the College of Natural Sciences and Mathematics - and a graduate school. Each college has within it a number of departments. Offerings for most departments extend from freshman level to graduate level courses.

Students of the University may select a plan of study leading to one of the eight baccalaureate degrees conferred by the University: Bachelor of Arts, Bachelor of Business Administration, Bachelor of Music, Bachelor of Science, Bachelor of Science in Nursing, Bachelor of Fine Arts, Bachelor of Professional Studies, and Bachelor of Science in Education. The University confers ten masters and three doctoral degrees.

Employees

There are approximately 1,400 benefit eligible employees within the system. New employees are required to participate in TIAA for the matching 403b plan. VALIC and TIAA are options for the voluntary non-matching plan. Current employees may be members of TIAA, VALIC (non-matching plan only), Arkansas Teacher’s Retirement System (ARTRS) or Arkansas Public Employee Retirement System (APERS). Plan assets in TIAA and VALIC total approximately $270,000,000. Current participation for active employees for the matching plan is as follows: TIAA – 67%; APERS – 20%; and ARTRS – 13%. The Optional Retirement Plan requires eligible employees to make before-tax contributions of 6% of pay, and the University Contribution is 10% of pay. The non-matching plan participation is TIAA – 96%; VALIC – 4%.

Please note that new employees are no longer eligible for APERS (effective September 1, 2016) and are only eligible for ARTRS if the new employee is vested in ARTRS at date of hire.
The University of Central Arkansas self-funded health and dental plans will have expenditures in excess of $13 million for calendar year 2018. The University offers the following group benefit programs:

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical (self-funded)</td>
<td>United Health Care</td>
</tr>
<tr>
<td>Pharmacy Benefit Manager</td>
<td>Optum Rx</td>
</tr>
<tr>
<td>Wellness Program Manager</td>
<td>HealthCheck360</td>
</tr>
<tr>
<td>Dental (self-funded)</td>
<td>Arkansas Blue Cross and Blue Shield</td>
</tr>
<tr>
<td>Basic and Optional Group Life</td>
<td>USAble</td>
</tr>
<tr>
<td>Basic and Optional Long-Term Disability</td>
<td>USAble</td>
</tr>
<tr>
<td>Vision</td>
<td>Superior Vision</td>
</tr>
<tr>
<td>Section 125 (premium conversion, unreimbursed medical and dependent care)</td>
<td>Datapath</td>
</tr>
</tbody>
</table>

Additionally, the University offers the following voluntary products:

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancer, Heart/Stroke, Disability</td>
<td>Allstate at Work</td>
</tr>
<tr>
<td>Accidental Death &amp; Dismemberment</td>
<td></td>
</tr>
</tbody>
</table>

For further information about UCA benefits programs go to [www.uca.edu/hr/benefits](http://www.uca.edu/hr/benefits)
10.1 Issuing Officer
Meghan Cowan, Contract Manager Supervisor
Phone: (501) 450-3173     Fax: (501) 450-5020
Email: meghanp@uca.edu

10.2 Contract Administrator and Project Officer
Dr. Graham Gillis, Associate VP Human Resources and Risk Management
Phone: (501) 450-5051     Fax: 501-450-5088
Email: ggillis@uca.edu

10.3 Anticipated Procurement Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>April 18, 2018</td>
</tr>
<tr>
<td>Questions emailed/faxed</td>
<td>April 20, 2018</td>
</tr>
<tr>
<td>Answers emailed/faxed</td>
<td>April 24, 2018</td>
</tr>
<tr>
<td>Public opening of proposals</td>
<td>May 8, 2018 at 1:30 p.m.</td>
</tr>
<tr>
<td>Completion of proposal review</td>
<td>May 10, 2018</td>
</tr>
<tr>
<td>Interview selected finalist</td>
<td>May 17, 2018</td>
</tr>
<tr>
<td>Contractor selected</td>
<td>May 18, 2018</td>
</tr>
<tr>
<td>Contract submitted for ALC Review</td>
<td>May 25, 2018</td>
</tr>
<tr>
<td>Issuance of PO</td>
<td>June 25, 2018</td>
</tr>
<tr>
<td>Contractor Commences Performance</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

10.4 Submission of Proposals

No later than 1:30 p.m., on May 8, 2018, one (1) original (hard copy), four (4) electronic copies on CD or Flash drive and one (1) redacted copy of the proposal should be received by:

University of Central Arkansas
Purchasing Department
2125 College Avenue
Suite 2
Conway, AR 72034

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.

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 Purchasing 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 any employee of the campus will be disregarded.

**10.5 Presentation**

Proposers selected for final evaluation may be required to participate in a phone or in-person interview on May 17th, 2018. These interviews provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Issuing Officer will schedule time and location for any requested interviews.

**10.6 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.

**10.7 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 State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

**10.8 Public Opening of Proposals**

A public opening of all Technical/Business proposals will be held on: May, 8, 2018 at 1:30 p.m. central standard time at the:

University of Central Arkansas
Purchasing Department
2125 College Avenue
Suite 2
Conway, Arkansas 72034

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.
10.9 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.

10.10 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 service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

10.11 Proposal Evaluation

The University of Central Arkansas Evaluation Committee and the Purchasing personnel will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the best ordinal ranking as defined in the evaluation criteria.

10.12 Standard of Performance

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued instances of poor performance will be deemed a breach of the specifications of this RFP and shall be grounds and cause for immediate termination of this contract. A review meeting will be called between the University and the Contractor when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be developed and implemented. The University retains the right to assess whether and when performance is subsequently acceptable.

10.13 Indemnification & Insurance

The Contractor shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

The Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Commercial General Liability, with no less than $1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage.
Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty- (30) days prior written notice to the University of Arkansas.

SECTION 20 SCOPE

20.1 About the Project

The University of Central Arkansas is seeking a consultant to provide professional services to include the renewal negotiation with all benefit vendors and, when appropriate, to bid for costs and services and provide evaluation of bid documents for group insurance/benefits; including but not limited to health, dental, vision, life, long term disability, AD&D and voluntary products. The consultant will also provide assistance in the resolution of benefit claims issues, review of current trends and best practices, analytical reports, wellness initiatives and other insurance/benefit 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 benefit/insurance related programs and decision-making process regarding benefits.

❖ The consultant cannot be an agent, broker or affiliate of a firm submitting a proposal or bid for any insurance coverage.

❖ The consultant agrees not to accept a commission from any of the insurance carriers as a result of contract negotiations for the University unless approved by the University in advance.

❖ The consultant agrees to provide a written statement to this effect on their firm’s letterhead.

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

SECTION 20.2 CONSULTANT REQUIREMENTS

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

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

20.2.3 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

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

20.2.5 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.

20.2.6 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.

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

20.2.8 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.

20.2.9 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.

20.2.10 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.

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

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

20.2.13 **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.
- Attend Employee Benefit Advisory Committee (EBAC), Wellness Committee, and other campus meetings as advised.
- Provide assistance in the development of employee benefit communication materials.
- 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.

SECTION 21 Vendor Qualification Criteria

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 20.2. In addition, UCA expects that its Benefit Consultant will comply with current industry standards and will maintain appropriate expertise at the firm’s own expense.
SECTION 30 PROPOSAL SUBMISSION REQUIREMENTS
(Tab questions and responses in accordance with the assigned numbers)

1. Provide the history and background of your organization, including legal name, address and description of ownership.

2. Please describe your scope of expertise for all employee benefits and voluntary benefits.

3. Describe the knowledge and experience your firm brings specifically as it relates to the higher education sector.

4. Please describe the team to be assigned to the University’s account and summarize their professional qualifications and experience.

5. Please 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.

6. Please confirm that your firm has errors and omissions insurance and professional liability coverage and detail the levels of coverage.

7. Confirm that you hold all appropriate licensure(s) for providing benefit consulting services in the State of Arkansas. Provide a list the licenses/certifications held by your organization.

8. Can your firm represent these products on behalf of the University in all 50 states?

9. 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.

10. Please describe your experience with implementing online benefits software in a complicated organizational environment.

11. Please describe your capabilities in ongoing performance measures, plan forecasting, claims experience analysis, and benchmarking.
REFERENCES

Please provide three current Higher Education and/or Public client references below (please type or print clearly):

<table>
<thead>
<tr>
<th></th>
<th>Customer Name</th>
<th>Contact Name and Title</th>
<th>Telephone Number</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>1</td>
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Please provide two former Higher Education client references below:

<table>
<thead>
<tr>
<th></th>
<th>Customer Name</th>
<th>Contact Name and Title</th>
<th>Telephone Number</th>
<th>Email Address</th>
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<td></td>
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<td>2</td>
<td></td>
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</table>
### 30.1 EVALUATION CRITERIA

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor’s overall proposal content.</td>
<td>10</td>
</tr>
<tr>
<td>Vendor’s response to the questions (Section 30)</td>
<td>30</td>
</tr>
<tr>
<td>References from third parties indicating the respondent’s past performance.</td>
<td>10</td>
</tr>
<tr>
<td>Evidence of ability to provide the requested services</td>
<td>20</td>
</tr>
<tr>
<td>Respondent’s price and fee proposal for performance of work requested.</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
SECTION 40 GENERAL TERMS AND CONDITIONS

40.1 Legal Considerations
The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Faulkner County, Arkansas.

40.2 Public Disclosure
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.

40.3 Ethical Standards Law
The following sections of this request for proposal reference sections within the “Arkansas Ethics in Public Contracting Laws” found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. “It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.” Any violation of this ethic statement can result in the cancellation of any contract with the University.

40.4 Conflict of Interest
No official or employee of the University of Central Arkansas and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee’s knowledge:

A. The employee or any member of the employee’s immediate family has a financial interest;
B. A business or organization has a financial interest in which business or organization the employee or any member of the employee’s immediate Family has a financial interest; or
C. Any other person, business, or organization with whom the employee, or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval,
recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.

Where an employee or any member of the employee’s immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

40.5 Warranty Against Broker’s Fee

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

40.6 Offer of Gratuities or Kickbacks

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

40.7 Employment of State Personnel

A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting the State agency by which he employee is employed.

B. Restrictions on Former Employees in Matters Connected with Their Former Duties.
   1. Permanent disqualification of Former Employee Personally involved in a particular matter. It shall be a breach of ethical standards for a former employee knowingly to act as a principal or as an agent for anyone other than the State in connection with
any:
   a. Judicial or other proceeding, application, request for a ruling, or other determination.
   b. Contract
   c. Claim; or
   d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where State is a party or has a direct and substantial interest.

C. One (1) year representation regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within (1) year after cessation of the former employee’s official responsibility in connection with any:
   a. Judicial or other proceeding, application, requests for a ruling, or other determination;
   b. Contract;
   c. Claim;
   d. Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee’s official responsibility, where the State is a party or has a direct substantial interest.
D. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:

   A. Judicial or other proceeding, application, request for a ruling, or other determination;
   B. Contract;
   C. Claim;
   D. Charge or controversy, to knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee’s official responsibility, where the State is a party or has a direct and substantial interest.

2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

E. Selling to State After Termination of Employment if Prohibited. It shall be a breach of ethical standards of any former employee, unless the former employee’s last annual salary did not exceed ten thousand five hundred dollars ($10,500) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term “sell” as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

40.8 Term of the Contract

The resulting contract will begin July 1, 2018, but must not exceed a total of seven years. By mutual agreement, the University and the contractor may elect to extend the contract for a maximum of seven years, in one 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 Contract be extended to a period greater than seven years from the day the contract is signed by the University.
The University shall notify the contractor at least thirty (30) days prior to the end of the contract period if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the university/state to continue the contract beyond the end of a biennial period.

40.9 Termination of Contract

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

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

40.9.1 Termination for Default

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

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

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

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

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

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:
- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the contractor and the University for partially completed deliverables.

40.9.3 Termination for Unavailability of Funds

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

40.10 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:
- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all
files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;

- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;

- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the University has or may acquire an interest.

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

40.10.1 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the University may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, for any such determination made by the ContractAdministrator.

40.11 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

40.12 Force Majeure

The contractor will not be liable for any excess cost to the University of Central Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of God,
fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

40.13 Disputes

Any dispute concerning performance of the contract shall be decided by the University of Central Arkansas or the director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy on the contractor. The Directors or University’s decision will be final subject to the contractor’s right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Directors or University’s direction.

40.14 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

40.15 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 ET seq.

40.16 Inspection of Work Performed

The State of Arkansas, University of Central Arkansas – Conway, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor’s premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

40.17 Subcontracts

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontract, which the contractor entered into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.
The contractor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

40.18 Indemnification & Insurance

The Contractor shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

The Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Commercial General Liability, with no less than $1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage.

40.19 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

40.20 Employment Practices

The contractors shall not discriminate against any employee or consultant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative actions to ensure that employees, as well as consultants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.
The contractor agrees to post in conspicuous places, available to employees and consultants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified consultants will received consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

40.21 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

40.22 State Property

The contractor shall be responsible of the proper custody and care of any State owned property furnished for contractor’s use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

40.23 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved
of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declarations or finding and shall be fully performed.

40.24 Attorney’s Fees

In the event that either deems it necessary to legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney’s fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

40.25 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

40.26 Liability

In the event of non-performance of contractual obligation by the contractor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

40.27 Records Retention

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

40.28 Access to Contractor’s Records

In accordance with Federal regulation governing contracts in excess of $10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.
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.”
SECTION 50  PURCHASING

50.1 RULES OF PURCHASING

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

50.2 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 10.3).

50.3 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 April 20, 2018 at 4:00 p.m. All questions must be marked “Questions: and the proposal number indicated on the e-mail or fax transmission. Each question should reference the paragraph section and page 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.

50.4 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.

50.5 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.

50.6 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.

50.7 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.

50.8 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.

50.9 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 Purchasing Department personnel 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 Purchasing Department personnel and reviewed by the evaluation committee appointed by the University of Central Arkansas.

50.10 Award Notice

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

50.11 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 wards may be obtained by contacting the issuing Officer.
EXHIBIT A
Benefits Consultant Services
Official Pricing Page

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 Exhibit A” – RFP UCA-18-093. Only submit the one Original Pricing Page, extra copies are not required. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.

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

1. Cost for Consultant Services First year $_____________
2. Cost for Consultant Services Second year $_____________
3. Cost for Consultant Services Third year $_____________
4. Cost for Consultant Services Fourth year $_____________
5. Cost for Consultant Services Fifth year $_____________
6. Cost for Consultant Services Sixth year $_____________
7. Cost for Consultant Services Seventh year $_____________

Total cost for Seven years $_____________

Hourly Cost for additional consultant services if required as Part of the contract………………………………………….. $_____________

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items indicated above at a firm fixed price for service and for the contract period and any renewals.

Vendor Name: _______________________________________________
Address:  ___________________________________________________
City: ______________________ State: _______ Zip: _______ Phone: _____________
Fax: _______________________ Email: ______________________________________

Signature of Authorized Official: _____________________________________________