

**Request for Qualification (RFQ)**

**RFQ No. 04122016**

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS**

**MEDICAL CARE SERVICES**

 **DATE OF REQUEST: April 12, 2016**

 **PROPOSAL DUE DATE: April 29, 2016**

 **PROPOSAL DUE TIME: 2:30 PM CST**

 **SUBMIT ALL PROPOSALS TO: University of Arkansas**

 **Purchasing Division**

 **Administration Bldg, Rm 321**

 **1125 W Maple St**

 **Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFQ document, and with all articles within the RFQ document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFQ.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**I. Overview of RFQ**

**A. Scope of Medical Care Services**

The University desires to engage a team of medical care providers dedicated to provide medical care to University of Arkansas student-athletes. These providers should be available to each athletic team to deliver expert care and direction to the University of Arkansas Sports Medicine Staff.

The intent of this RFQ is to identify and select a team of medical care providers and facilities to include Primary Care Sports Medicine Physicians, Orthopedic Physicians, and a Medical Care Facility/Surgery center. This team of medical providers will be expected to work in conjunction with other team medical care providers in the best interest of the University’s student-athletes.

The University reserves the right to select one or more medical care providers for each of the designated areas of medical care and facilities.

**B. Structure of Primary Care Sports Medicine Physician Services:**

* + Physician 1 (Football\*, Baseball\*\*, Volleyball\*\*)
	+ Physician 2 (Men’s Basketball\*, M/W Golf, M/W Tennis, M/W Track & C.C.\*\*,

 Spirit)

* + Physician 3 (Women’s Basketball\*, Soccer\*\*, Swimming & Diving, Softball\*\*,

 Football 2\*\*)

* + Physician 4 (Assistant in all sports as necessary)
	+ Mid-Level Practitioner, Physician Assistant or Nurse Practitioner

\* denotes on site event coverage

\*\*denotes on site coverage, may be divided with orthopedic group

(Sport assignments subject to change with agreement of UA Athletics.)

(Physicians will be available to travel to preseason/postseason tournaments and overseas travel upon UA’s request)

(On-call hospital physician may be implemented for covered events; however, physicians should notify the athletic trainer in advance if the sport assigned physician will not be covering.)

**B(2) Education & Privileges:**

* Providers will stay current with state of the art trends in sports medicine.
* Providers will work to establish a single protocol, or best practice, for dealing with sports related injuries/ illness (i.e. mono).
* Providers will obtain consulting privileges at hospitals utilized by UA Athletics.

**B(3) On-Campus Clinics:**

* Mid-Level Practitioner will be available on campus 40 hours per week (7:30 a.m. – 3:30 p.m.) Monday through Friday and available on call or at the office as needed. (More time will be required in August during football preseason.)

(Medical Assistant will be provided according to Mid-Level Practitioner demands)

* Each Team Physician will be available for on-campus clinic on a weekly basis.
	+ Clinics will be held 4x a week in Barnhill Arena (Monday / Tuesday / Wednesday / Thursday)
	+ Clinics will be held in the Fred W. Smith Football Center 3-4x a week during football season (Sunday, Tuesday, Wednesday, occasional Thursday) and 2x a week out-of-season
* The University will work to ensure an infrastructure that contains internet access, including wireless capabilities in their medical facilities.

**B(4) Pre-Participation/Annual Physical Exams:**

* Providers will be available to provide annual physical exams, as coordinated in conjunction with the University’s sports medicine department.
* It is understood that while the mid-level provider may assist with physicals, a team physician must perform and sign off on all student-athlete physicals.
* Physical protocol will be agreed upon by the team physicians and head athletic trainers.

**B(5) Laboratory Services:**

* Provide phlebotomist for all pre-season physicals.
* Provide prompt turnaround on laboratory services (no later than next day) and STAT testing as necessary.
* Provide specimen pick-ups at the University.
* Esoteric tests not performed by the local lab service will be coordinated with a reference lab.

**B(6) Radiology Services:**

* Preference as to radiology test scheduling, as well as off-time scheduling including nights and weekends, will be provided.
* Out-patient results and same day interpretation will be coordinated by a designated physician.
* Provide primary call availability for interpretation of other tests.

**B(7) Medical Dictation:**

* Provide adequate and timely dictated notes for student-athlete files at the University.

**B(8) Medical Billing:**

* Provide full funding and a staff position for an insurance coordinator.
* Insurance coordinator will provide services as the claims administrator and work to maximize reimbursement from primary insurance.
* Insurance coordinator Access to Billing System
* UA will provide office space and furniture for the insurance coordinator.
* UA will provide personnel assistance and work space for insurance coordinator.

(Insurance assistant will be provided according to insurance coordinator

 demands)

**B(9) Priority status:**

* For in office appointments and evening clinics at the U of A Athletic Department as requested.

**B(10) Continuity of Care:**

• The athlete’s care would be directed by the respective team physician who would be

 available for follow-up care and for consultation regarding the athlete’s post-injury

 status.

• Available for consultation within a reasonable time frame.

* Work closely with the other physicians serving the University.

**B(11) Specialists:**

• Primary Care Sports Medicine Physicians will work with the University to develop a

 team of specialists including but not limited to Urologist, Endocrinologist,

 Gynecologist, Cardiologist, Sport Hematologist, General Surgeon, Gastroenterologist,

 Allergist, Dermatologist, Neurologist, Neuropsychologist, Psychiatrist, Optometrist,

 Dentist, Oral Surgeon and Neurosurgeon.

**C. Structure of Orthopedic Physician Services:**

The University desires to engage a team of three to four physicians’ fellowship trained or specialist in Sports Medicine dedicated to the University of Arkansas. These physicians should be available to each team to deliver expert care and direction to the University of Arkansas Sports Medicine Staff. We are looking for physicians with experience in intercollegiate athletics and would like to designate a physician(s) for coverage of each of our 19 sports:

* Physician 1: (Football\*, Baseball\*\*, Gymnastics\*, Softball\*\*)
* Physician 2: (Women’s Basketball\*, Soccer\*, M/W Track & C.C.\*\*)
* Physician 3: (Men’s Basketball\*, Volleyball\*\*, Swimming and Diving, M/W Tennis,

 Golf, Spirit)

* Physician 4: (Football 2\*, Gymnastics\*, Softball\*\*, M/W Track & C.C.\*\*)

 \*denotes on site event coverage

 \*\*denotes on site coverage, may be divided with primary care group

(Physicians will be available to travel to preseason/postseason tournaments and overseas

 travel upon UA’s request)

(On-call hospital physician may be implemented for covered events; however, physicians

 should notify the athletic trainer in advance if the sport assigned physician will not be

 covering.)

**C(2) Education & Privileges:**

• Providers will stay current with state of the art trends in sports medicine.

• Providers will work to establish a single protocol, or best practice, for dealing with sports related injuries.

• Providers will obtain privileges at hospitals utilized by UA Athletics.

**C(3) On-Campus Clinics:**

* Each Team Physician will be available for on-campus clinic on a weekly basis.
	+ Clinics will be held 2x a week in Barnhill Arena (Tuesday, Wednesday)
	+ Clinics will be held in the Fred W. Smith Football Center 3-4x a week during football season (Sunday, Tuesday, & occasional Wednesday and/or Thursday) and 1x a week out-of-season (Tuesday)
	+ Clinics will be held 1x a week in Basketball Performance Center (Thursday)
* The University will work to ensure an infrastructure that contains internet access, including wireless capabilities in their medical facilities.

**C(4) Pre-Participation/Annual Physical Exams:**

• Providers will be available to provide annual physical exams, as coordinated in

 conjunction with the University’s sports medicine department.

• It is understood that while the mid-level provider may assist with physicals, a team

 physician must perform and sign off on all student-athlete physicals.

• Physical protocol will be agreed upon by the team physicians and head athletic trainers.

**C(5) Laboratory Services:**

* Provide prompt turnaround on laboratory services (no later than next day) and STAT testing as necessary.
* Esoteric tests not performed by the local lab service will be coordinated with a reference lab.

**C(6) Radiology Services:**

* Preference as to radiology test scheduling, as well as off-time scheduling including nights and weekends, will be provided.
* Out-patient results and same day interpretation will be coordinated by a designated physician.
* Provide primary call availability for interpretation of other tests.

**C(7) Medical Dictation:**

• Provide adequate and timely dictated notes for student-athlete files at the University.

• Must be able to provide excellent documentation and communication between the

 University Sports Medicine Staff, physician & student-athlete

**C(8) Medical Billing:**

• The Physicians group selected will provide full funding of an insurance coordinator housed in the athletic department as the claims administrator and work to maximize reimbursement from primary insurance.

**C(9) Priority status:**

* For in office appointments and evening clinics at the U of A Athletic Department as requested.
* X-ray Tech available for home football games.

**C(10) Continuity of Care:**

* The athlete’s care would be directed by the respective team physician who would be available for follow-up care and for consultation regarding the athlete’s post-injury status.
* Available for consultation within a reasonable time frame.
* Work closely with the other physicians serving the University.

**C(11) Specialists:**

* Orthopedics will work with the University to develop a team of specialists when referrals are recommended.

**D. Medical Care Facility and Surgery Center:**

The intent of this RFQ is to identify and select a team of medical care providers dedicated to provide medical care to University of Arkansas student-athletes. The University desires to identify and select a medical care facility and surgery center that is focused on the following:

* Orthopedic, general medical and spine care
* Emergency room care, outpatient and inpatient surgery services
* Lab services
* Pathology services
* Radiology department which offers MRI, CT scan, Ultrasound and X-ray services

**D(2) Confidentiality Care:**

* Privacy and confidentiality are paramount to the student-athletes.

**D(3) Emergency Room Care:**

* 24/7 emergency room physicians available for University of Arkansas student athletes on a “fast track”
* Emergency room care by the athletes designated Sports Medicine physicians on an on-call basis

**D(4) Laboratory Services:**

* Provide STAT and prompt turnaround on laboratory services testing as necessary.
* Esoteric tests not performed by the local lab service will be coordinated with a reference lab.
* Out-Patient services, referred by team physician (Non-emergency room visit).

**D(5) Radiology Services:**

* On a priority basis, convenient for the student athlete and athletic department staff. Fast turn-around of reading and reporting MRI, CT scans, Ultrasound and X-ray results.
* Out-Patient services, referred by team physician (Non-emergency room visit).

**D(6) Medical Dictation:**

* Provide adequate and timely dictated notes for student-athlete files at the University.

**D(7) Medical Billing:**

* The Hospital/Surgery Center selected will provide full funding of an insurance coordinator housed in the athletic department as the claims administrator and work to maximize reimbursement from primary insurance.

**D(8) Open and Direct Communication:**

* Communicate effectively and efficiently with University of Arkansas Sports Medicine staff and student athlete.

**D(9) Quality of Care:**

* Develop in conjunction with the University of Arkansas Athletic Department Sports Medicine Staff a quality assurance program to monitor outcomes of student athletes.
* Designed to constantly improve our delivery of care to the student athletes.
* Quality indicators may include:

-Measure of response times of requested care

-Waiting times (if any) in the emergency department

-Return to play protocols to insure safe and accelerated return to play

**D(10) Specialists:**

* Medical Care Facility and Surgery Center will work with University to develop a team of specialists when referrals are necessary.

**E. Term:**

The term of the Agreement shall be for a period of three (3) years beginning on July 1, 2016, ending June 30, 2019, with an option for the University to extend the agreement up to an additional four (4) years.

**F. Proposals:**

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent’s overall qualifications. It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible who submits the best overall proposal based on an evaluation of all responses, as determined in the complete and sole discretion of the University. The University reserves the right to award agreements to multiple providers if this is in the best interest of Razorback Athletics and student athletes.

**G. All Elements Valued/Negotiation Right Reserved:**

The University places a value on all elements of this RFQ. As such, after evaluation of proposals and selection of the Company/Firm, the University reserves the right to further negotiate with the

selected respondent on any or all elements, and to award an Agreement at any time within 90 days after responses are opened.

**H. Multiple Awards Possible:**

The University reserves the right, in its sole discretion, to award Agreement(s) to the respondent(s) that provide the best offering for the University including the possibility of multiple awards.

**I. Basis of Award:**

**Attachment A: Statement of Qualifications** (SOQ) will be evaluated based on each firm’s qualifications and relevant experience with similar work. All SOQ’s will be evaluated by the Campus Selection Committee.

In evaluating the qualifications of each firm, the following will be considered:

1. The specialized experience and technical competence of the individual(s), and firm(s) with respect to the type of professional services required;
2. The capacity and capability of the firm to perform the work in question, including, without limitation, specialized services, within the time limitations required for treatment;
3. The past record of performance with respect to such factors quality of work, ability to meet schedules and deadlines, control of costs and positive patient outcomes.
4. The firm’s proximity to and familiarity with the area in which the services are to be provided.

**J. Outreach:**

The University recognizes the importance of promoting economic growth in the communities it serves and therefore encourages the involvement of small and emerging businesses in every aspect of the execution of all services covered by this RFQ.

**K. Evaluation & Acceptance Of Statement Of Qualification:**

The University reserves the right to reject any and all SOQ’s, to amend the RFQ and the RFQ process, and to discontinue or re-open the process at any time without recourse or liability to any respondent.

**II. OVERVIEW of the University of Arkansas and Razorback Athletics**

**A. The University of Arkansas:**

The University of Arkansas, Fayetteville, is the flagship campus of the University of Arkansas System and is a comprehensive doctoral-level research institution. Its mission is to advance the intellectual and social condition of the people of the State through programs of teaching, research, and service**.**

The enthusiasm and affinity for the University extend far beyond the campus. There are more than 130,000 living University of Arkansas alumni all over the world, with 35 active alumni chapters of The University of Arkansas worldwide. Approximately 42,430 alumni, parents and friends contributed to the University in the past 12 months.

**B. Razorback Athletics:**

The University’s Department of Intercollegiate Athletics, continues to fulfill its mission of supporting more than 460 student-athletes in the classroom, in personal development and on the fields of competition. As members of the Southeastern Conference (SEC), the Razorbacks consistently compete and win in the nation’s best conference while proudly representing the University of Arkansas and the entire state.

Arkansas has 19 varsity sports programs including eleven (11) women’s and eight (8) men’s sports. Women’s sports include basketball, cross country, golf, gymnastics, indoor track and field, outdoor track and field, soccer, softball, swimming and diving, tennis, and volleyball. Men’s sports include baseball, basketball, cross-country, football, golf, indoor track and field, outdoor track and field, and tennis.

**III. CRITERIA TO EVALUATE RESPONSES**

**A. Criteria:** Criteria to be utilized in the selection process are listed in detail in **Attachment A: Statement of Qualifications.**

**B. If Agreement Is Not Reached:** If an Agreement between the successful respondent and the University cannot be consummated to the University’s satisfaction, in a timely fashion, any award may be withdrawn, and the award may then be made to another respondent, or the University may decide to solicit new proposals at their discretion. The University reserves all rights to cancel the process without recourse or liability.

**C. Cost of Proposal Preparation:** Any cost incurred by the respondent in preparing or submitting a response is the respondent’s sole responsibility. The University shall have no liability for any costs incurred by any respondent for any reason whatsoever.

**D. Oral Explanations:** The University will not be bound by oral clarifications, instructions, or responses to questions provided at any time during the process.

**E. Advertising:** In submitting a proposal, the respondent agrees not to use the results therefore as part of any news/commercial advertising prior to receiving written approval from University.

**F. Rights to Submitted Materials:** All responses, and other materials submitted by the respondents, will become the property of the University when received. With few exceptions, information submitted to the University is subject to disclosure under the Arkansas Freedom of Information Act (FOIA).

**G. Exceptions to RFQ Specifications:** All respondents must include with their response any exceptions or enhancements to the RFQ specifications. It will be assumed by the University that the prospective Company/Firm accepts all terms and conditions as presented within the RFQ unless specific exceptions are clearly stated within the written response.

**H. Subcontractors/Joint Ventures:** If the respondent plans to subcontract the provision of any of the services or products described within the RFQ, the respondent shall specify accordingly and respond to all questions raised regarding each proposed subcontractor. If a respondent plans a joint venture with another Company/Firm, the respondent must disclose that fact and respond to all questions regarding each Company/Firm involved in the joint venture. All subcontractors or other parties participating in a joint venture with the Company/Firm must comply with all terms of the Agreement.

**I. Oral Presentation:** Each Company/Firm must be prepared to give an oral presentation of respondent’s proposal, if requested. This presentation should include a detailed analysis of how each of the requirements described in the RFQ will be addressed, for the purpose of clarification, or to amplify the materials presented in any part of the proposal. However, respondents are cautioned that the evaluators are not required to request clarification or a presentation; therefore, all proposals should be complete and meet all RFQ requirements. The University reserves the right to award an Agreement based on the submitted proposal without discussion and in its sole and absolute discretion. Respondent acknowledges that the University is not obligated to enter into any final Agreement with any respondent and affirmatively reserves the right to cancel the RFQ process without any liability or recourse.

**IV. PROJECTED TIMELINE**

**A. Dates and Activities:**

April 12, 2016 RFQ released

April 19, 2016 4:00 PM CST – Last date/time UAF will accept questions from prospective respondents

April 22, 2016 Last date UAF will issue an Addendum with responses to questions from prospective respondents

April 29, 2016 Proposals due no later than 2:30 p.m. CST

**Note: Attendance at RFQ opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.**

May 9, 2016 The University to make decision(s) and negotiate with respondents

July 1, 2016 Services to commence

**B. Distributing Organization:** This RFQ is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF) on behalf of the University of Arkansas, Athletics. The University Purchasing Official is the sole point of contact during this process.

**Bidder Questions and Addenda:** Bidder questions concerning all matters of this RFQ should be sent via email to:

 **Whitney Smith, Procurement Coordinator**

 **Office of Business Affairs**

**wesmith@uark.edu**

**C. Submissions and Public Opening:** Proposals will be publicly opened in the Purchasing

Office, Room 321 Administration Building, University of Arkansas, 1125 W. Maple,

Fayetteville, Arkansas, 72701, at **2:30 p.m. CST, on April 29, 2016**. All responses must be

submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the

envelope/package. No responsibility will be attached to any person for the premature opening of

a response not properly identified.

**Respondents must submit one (1) signed original and three (3) signed copies of their**

**response.** Responses must be received at the following location prior to the time and date

specified within the timeline this RFQ:

**University of Arkansas**

**Business Affairs, Purchasing Division**

 **Administration Building, Room 321**

 **1125 W. Maple St**

 **Fayetteville, Arkansas 72701**

One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time.

**D. Services Commence:** The successful Company must be prepared and start providing Medical Care Services on July 1, 2016.

**E. Acceptance Period:** Even though the University anticipates making a contract award in a timely fashion, the responses submitted shall be valid for acceptance for 90 days following the opening date.

**F. Award of Agreement:** The University, in its sole and absolute discretion, reserves the right to issue an award in a manner deemed to be in the best interest of the University and its athletic programs. Where Agreement negotiations with a respondent do not result in an executed Agreement within a time deemed reasonable in the University’s judgement, the University may reconsider the proposals of other respondents and enter into negotiations with one or more of the other respondents. The respondent and University agree that time is of the essence in all respects concerning the award of the Agreement and performance hereunder.

**V. GENERAL REQUIREMENTS OF ALL RESPONDENTS**

**A. General:** An agreement that results from this RFQ will be for the right to provide medical care services to the University of Arkansas’s athletic teams and student athletes. Any dispute as to whether a sport is included will be resolved by the University in its sole discretion.

**B. Quality of Services:** The selected providers of medical care services understand and agree that they will be working at an institution of higher learning, and they will be required to conduct themselves in a manner that is commensurate with that environment. The selected Company/Firm and its providers shall do all things reasonably necessary or required by the University to maintain the highest standard of quality and management for the services outlined within the contract. The proposal details the expectations for service standards by the selected Company/Firm and its providers. Providers shall be expected to meet or exceed the standard of care for medical care services in the context of sports medicine to ensure that student-athletes receive the highest quality of care and continuity of care.

**C. Company’s Expense:** The Company/Firm, at its expense, shall furnish all products, labor, tools, supplies, transportation, insurance, permits, licenses and any other expenses necessary to fully perform all aspects and phases of this RFQ.

**D. Facilities:** The University agrees that it will make UA athletic facilities reasonably available, as is, where is, to the Company/Firm for the purposes of the Agreement. Nothing herein shall be construed to prevent the University from discontinuing, temporarily or permanently, any teams or sports.

**E. Staffing:** In addition to the staffing requirements set out elsewhere, the following requirements apply. All staff will be employed and adequately supervised by the Company/Firm. Staff will be clean, neat, courteous, and properly attired. No current student-athletes will be employed. The Company/Firm shall be responsible for the conduct of its employees, staff, volunteer workers, and other representatives including, without limitation, training and informing them that profanity, boisterous or rude conduct, intoxication, and offensive or disrespectful behavior toward staff, student-athletes, spectators and administration is impermissible and will not be tolerated. Should the University receive complaints about such behavior or conduct, it shall promptly notify the Company/Firm, and the Company/firm shall promptly resolve any such complaints, including, without limitation, removing or replacing any individual whose work or performance is the basis of the complaint if the problem is not promptly cured. All providers will act with professionalism and good decorum that reflects positively on the Arkansas Razorbacks, the University and the State of Arkansas at all times during the term of the Agreement, including, but not limited to, time periods when the providers are not on campus or travelling with any sports teams.

**F. Laws, Ordinances, Rules, Regulations, and Licenses:** The selected Company/Firm shall observe and obey all laws, ordinances, regulations and rules of the University, and the Federal and State government, which may be applicable to the operations outlined within the Agreement, including the Americans with Disabilities Act as well as all applicable medical standards of care.

**G. Taxes:** The selected Company/Firm will be responsible for the payment of any State, City, County, and Local sales taxes, license fees, or other levies or assessments imposed by said governmental entities.

**H. Indemnification:** The selected Company/Firm, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless the Board of Trustees of the University of Arkansas and its current and former Trustees, officials, representatives, and employees in their official and individual capacities (including, without limitation, all officials, representatives and employees of the Fayetteville campus), from and against any and all claims, liabilities, and costs, by or on behalf of any person, firm, corporation, or governmental authority arising out of, attributable to, or related or in connection with any of the services, activities, operations or obligations provided for, undertaken, delivered, performed, or otherwise conducted pursuant to or in accordance with this RFQ or any Agreement resulting here from, including, without limitation, any and all claims for medical negligence, injury or death to persons or damage to property, and all costs, court costs, attorney fees, expert witness fees, expenses and liabilities related thereto as well as appellate costs, fees and awards. The Company/Firm shall defend, at its sole cost and expense, by counsel approved by the University, any and all such claims; provided, however, that the University’s in-house counsel may participate in any such defense at the University’s sole costs and expense. This duty of indemnification shall survive the expiration or termination of any Agreement. Further, the Company shall assume full responsibility for payment of all applicable Federal, State and Local taxes or contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws, with respect to the selected Company’s employees engaged in the performance of the Agreement.

**I. Non-Discrimination:** The selected Company/Firm agrees and warrants that in the performance of the Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, age, gender, religion, national origin, marital or parental status, or sexual orientation in any manner prohibited by the Laws of the United States or the State of Arkansas.

**J. University of Arkansas Rules:** The University shall have the right to, and may adopt and enforce, reasonable rules and regulations with respect to the use of premises at the University of Arkansas and related facilities, which the selected Company/Firm agrees to observe.

**K. Insurance:** The insurance requirements in the proposal are the minimum acceptable coverage for the work to be performed as the result of the proposal. Prior to completing this response, it is the responsibility of the Company/Firm to verify compliance of its insurance coverage with the following requirements. If the Company/Firm submitting the proposal does not carry the specified insurance, it is the Company’s/Firm’s responsibility to obtain pricing to meet these requirements prior to submitting the response. Such insurance shall include the following as additional insured’s: Board of Trustees of the University of Arkansas, and its current and former Trustees, officials, representatives and employees.

The Company/Firm shall procure and maintain, at the Company’s/Firm’s expense, the following minimum insurance coverage’s for the period of the Agreement. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University at the commencement of the Agreement, and on each subsequent anniversary date of the commencement of the Agreement. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas, and shall provide that policies may not be cancelled except upon thirty (30) days prior written notice to the University of Arkansas. Failure to file certificates shall in no way relieve the company of their responsibility for maintaining adequate insurance.

* Worker’s Compensation: As required by the State of Arkansas.
* Comprehensive General Liability: No less than $5,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability: No less than $1,000,000 combined single limit coverage each occurrence for bodily injury and property damage.
* Umbrella Policy: No less than $5,000,000 limit of liability per occurrence.
* Medical Malpractice Insurance: As required by the State of Arkansas

**L. Risk of Loss:** The selected Company/Firm shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University or its affiliates for any losses incurred in association with this RFQ or Agreement. The University shall not be responsible for any damage to supplies or other equipment in case of vandalism, break-in, or burglary, power failure due to hurricane, tornado, electrical storms, or other acts beyond the control of the University or its affiliated entities. The selected Company/Firm shall maintain, during the life of any Agreement, minimum insurance requirements as detailed in the proposal. The University makes no guarantees or assurances of profitability to any Company/Firm as part of the RFQ process or any resulting Agreement. Respondents bear all risk of financial loss.

**M. Prohibited Products:** No illegal products and/or tobacco may be sold or used on campus property as part of this Agreement.

**N. Funding Out Clause:** If, in the sole discretion of the University, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, during the term of an Agreement, then the University will not be obligated to pay any further charges for services, beyond the end of the then current period. The Company/Firm will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar service from a third party.

**O. Termination:** The contract awarded in response to this RFQ may be terminated by either party by giving the other not less than 180 days written notice to terminate as of the date specified.

**P. Disclosure Statement:** If respondent or any owner, officer, partner, board or director member, employee, or holder of more than 10% of the fair market value of your firm or any member of their households is an employee of the University of Arkansas, this information must be included in your RFQ response by completion of Governor’s Executive Order 98-04 Contract and Grant Disclosure and Certification form. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation. If respondent or any owner, officer, partner, board or director member, employee or holder of more than 10% of the fair market value of your firm or any member of their households is an employee of the University of Arkansas; and you or your firm is awarded a contract as a result of this Request For Qualification, the completion of Governor’s Executive Order 98-04 Contract and Grant Disclosure and Certification form is required.

**Q. Federal Law Equal Opportunity Employment** and **Certification of Contracting with Illegal Immigrants Statement:** Act 2157 of 2005requirescertification of an equal opportunity policy status. In addition, Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Qualification (RFQ) for professional services, technical and general services or any category of construction in which the total dollar value is $25,000 or greater **certify**, *prior to the award of the contract*, that they do not employ or contract with any illegal immigrants. Respondents are to certify online at: <http://www.arkansas.gov/dfa/procurement/pro_immigrant.html>

**R. Company’s Employees and Agents**: The Company/Firm shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company/Firm agrees to take all necessary measures to prevent injury and loss to persons or property while on University premises.

**S. Force Majeure**: Neither party will be liable for losses, defaults or damages which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it in any Agreement resulting from this RFQ because of acts of God, the public enemy, acts of government, earthquakes, floods, typhoon, civil strife, fire, or other causes beyond the reasonable control of the party so delayed in or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such

party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

**T. NCAA and SEC**: The Company/Firm shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which University’s

athletic teams may belong. In its sole discretion and without recourse or liability, the University may terminate this Agreement upon an institutional determination or finding that an actual or potential violation of NCAA or SEC rules or regulations occurred or might have occurred based upon the actions of the Company/Firm.

**U. Indicia:** The Company/Firm acknowledge and agree that the University owns the rights to its name and its other names, symbols, designs, and colors, including, without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University of Arkansas that are adopted and used or approved for use by the University (collectively the “Indicia”) and that each of the Indicia is valid. The Company/Firm shall not have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

**ATTACHMENT A: STATEMENT OF QUALIFICATION**

**REQUIRED INFORMATION AND FORMAT**

In order to be considered for selection, the Company/Firm shall submit the following Statement of Qualifications (SOQ), and using as a minimum the following criteria, the individual or firm(s) should state why it believes it is qualified to provide the services requested in this RFQ.

**Please Note - In evaluating the qualifications of each proposer, the following will be considered:**

1. The specialized experience and technical competence of the individual(s), and firm(s) with respect to the type of professional services required;

2. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations required for treatment;

3. The past record of performance with respect to such factors quality of work, ability to meet schedules and deadlines, control of costs and patient outcomes.

4. The firm’s proximity to and familiarity with the area in which the services are to be provided.

**1.** **Letter of Introduction**

A. Provide a letter of introduction signed by an authorized officer of the Company/Firm.

B. If submitting as a partnership, the Company/Firm must note which group is the prime consultant or lead partner (if applicable).

C. Note the individual leading the “Medical Care Services” team.

**2.** **Firm Information**

A. Company/Firm information and structure, to include administrative organization and support structure.

B. Certification that the “Medical Care Physician” firm is legally permitted or licensed to conduct business in the State of Arkansas for the services offered and the experience of the medical care providers, including, without limitation, any specialized training in sports medicine.

C. Number of years the Company/Firm has been in business.

D. Location of principal office that will be responsible for the implementation of this contract.

E. Litigation: The firm or firms must have an acceptable history of working proactively to avoid litigation. Provide specific information on litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.

F. Names and bios for the key providers that will be assigned to the University.

G. Detailed information describing the manner in which the respondent plans to discharge its responsibilities, including details of the staffing plan for all operations with an organizational chart describing the proposed organizational structure. Clearly identify any service that your firm will not be able to provide.

H. Itemized list of the costs that will be charged to the University for any of the services listed in this RFQ. Clearly mark “Proprietary and Confidential” for any information that, if disclosed, would give a competitive advantage to the submitting party’s competitors.

I. Provide a list of at least 3 references for organizations that your firm provides services that are similar in size and scope. Include name of organization/institution, name of contact, job title, addresses, and all phone numbers.

**3. Project Team Qualifications**

A. Identify any proposed on call employees and any other relevant information for this proposal. List names, license numbers and dates, as well as business address, phone numbers and fax numbers of the medical care service providers.

B. Include resumes and related experiences for all appropriate individuals.

C. Advise the University whether any proposed physician has ever had his or her medical license suspended or terminated in any jurisdiction anywhere.

**4. Firm Resources**

A. Provide a statement demonstrating your Company’s/Firm’s ability to accomplish the scope of services. Clearly identify any service that your firm will not be able to provide.

B. Explain the Company/Firm capabilities as they relate to:

1. Experience and recognition in this discipline

2. Integration of flexibility and future technology

**ATTACHMENT B: STANDARDS FOR SERVICE OF EMPLOYEES**

* The University reserves the right to require the immediate removal of any selected employee or subcontractor employee, if applicable who the University feels is inappropriately conducting himself/herself while performing the services associated with the Agreement.
* At all times during the term of the Agreement, employees must maintain a neat and orderly appearance and their equipment must also be in good condition at all of the premises locations. This includes all equipment, fixtures, and personal property thereon.
* The successful proposer must furnish good, prompt, effective, and efficient services, adequate to meet all reasonable demands.
* The successful proposer must require that all employees providing any type of service be appropriately dressed and all personnel must have name badges or other identification prominently displayed.
* All employees of the successful proposer must undergo standard criminal background checks (including registered sex offender checks). Any employees whose background checks reveal any convictions of any type or any criminal charges pending adjudication must be reported immediately to the University for review and appropriate follow-up action in advance of the performance of any services.
* All employees of the successful proposer should try to keep noise at a minimum in order to maintain an acceptable environment at the designated venue(s).
* All vehicles must be parked in designated areas and in accordance with established campus parking regulations.