

**Request for Proposal (RFP)**

**RFP No. 100719**

**University of Arkansas Student Health Insurance RFP**

 **PROPOSAL RELEASE DATE: October 7, 2019**

 **PROPOSAL DUE DATE: November 4, 2019\***

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

 **SUBMIT ALL PROPOSALS TO:**

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| **Mr. Bryan Spivey**Senior Health ConsultantSibson Consulting1800 M Street, NW Suite 900 SWashington, DC 20036Phone: (202) 833-6408bspivey@segalco.com |

**Signature Required For Proposal**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP 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 RFP.

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

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

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

**\*Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST be delivered to:**

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| **Mr. Bryan Spivey**Senior Health ConsultantSibson Consulting1800 M Street, NW Suite 900 SWashington, DC 20036Phone: (202) 833-6408bspivey@segalco.com |

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**General Campus Background for University of Arkansas**

The University of Arkansas System (as used in this document, UA, UAS, University or “the University”) is a public institution of higher education, created by the Arkansas constitution, to provide post-secondary education to the citizens of Arkansas. It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms. The Board has delegated authority to the President of the UAS for oversight for all Student benefit plans. As a public entity, the UAS is not subject to ERISA.

The University of Arkansas System includes 17 educational entities dispersed throughout the state of Arkansas. Currently only 4 campuses offer a UAS sponsored Student Health Insurance Plan. Fayetteville and Medical Sciences offers their plan to all students. Fort Smith and Little Rock offer their plans to International students only.

For the purposes of this project, the current UAS Student Benefits participating campuses consist of the following campuses and divisions, which are listed below, as well as the total number of benefits-eligible Students, by campus location:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Campus / Unit | Overall Undergraduate Count | Overall Graduate Count | International Undergraduate Count | International Graduate Count |
| Fayetteville | 23,386 | 4,392 | 638 | 745 |
| Medical Sciences | 606 | 2,152 | 8 | 77 |
| Little Rock | 7,042 | 2,228 | 241 | 233 |
| Fort Smith | 5,307 | 26 | 40 | 0 |
| Monticello | 2,483 | 311 | 17 | 3 |
| Pine Bluff | 2,512 | 108 | 33 | 23 |
| Clinton School of Public Service | 0 | 40 | 0 | 6 |
| Hope/Texarkana Community College | 1,127 | 0 | 1 | 0 |
| Batesville Community College | 934 | 0 | 3 | 0 |
| Morrilton Community College | 1,745 | 0 | 2 | 0 |
| Cossatot Community College | 883 | 0 | 0 | 0 |
| Phillips Community College | 855 | 0 | 0 | 0 |
| Community College at Rich Mountain | 559 | 0 | 28 | 0 |

The anticipated effective date is August 1, 2020.

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

 The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, is seeking proposals from insurance carriers with demonstrated experience in the administration of Student Health benefits on a fully insured basis. Plans offered to domestic students must be compliant with the Affordable Care Act (ACA). Plans offered to international students do not need to comply with ACA. UAS’ objectives are to expand access to student health insurance to their other campuses, provide a consistent offering to all campuses and provide students with a choice of two plan designs. UAS seeks to offer two domestic student plans and one International student only (non-ACA compliant) plan to all of its campuses. Currently the Fayetteville, Medical Sciences (UAMS), Little Rock and Fort Smith campuses offer student health insurance plans.

**2.** **EXPECTATIONS AND** **SCOPE OF WORK**

 UAS is seeking proposals for fully insured Student Health Insurance with the following specifications. UAS want proposals based on the following scenarios:

* All Campuses will offer the UAS Student Health Plan
* All Campuses except Fayetteville will offer the UAS Student Health Plan
* All Campuses except the Community Colleges will offer the UAS Student Health Plan

 In addition, your proposal should be based on the following assumptions.

1. Student Health Insurance will be fully insured; premium rates will be consistent across the System. **Rate increase maximums are desired for year 2 and 3.**
2. Student health insurance will be available to Domestic and to International full time students. Coverage should be individual, student + spouse, student + children or student + family.
3. Domestic students will have a choice of two ACA compliant plans[[1]](#footnote-1) (patterned after existing Fayetteville and UAMS plans). Domestic plan designs should offer enhanced benefits for Student Health Center utilization.
4. International students will have a choice between one domestic plan ($1,000 deductible) and an International student only plan. The International student plan will be less expensive as it need not comply with ACA and its essential benefits and minimum value requirements.
5. Fayetteville’s procedures will be followed for all international students. International students must have health insurance. If international students do not demonstrate that they have qualifying health insurance, they will default into the UAS Student Health Insurance Plan for International students. The cost of coverage will be added to the student’s account. The campus will forward the premium payment to the insurance company.
6. Currently, the incumbent for the Fayetteville campus provides an individual as a resource for enrollment and other administrative processes. UAS will require this for the scenario that includes the Fayetteville campus.
7. Some campuses may decide to subsidize all or a portion of the cost of coverage for specific student classifications (e.g. graduate students).[[2]](#footnote-2) If a campus subsidy is provided, the cost of coverage will be added to the student’s account.
8. UAMS graduate medical students will default into the Student Health Insurance Plan unless proof of other acceptable coverage is provided.
9. Domestic students without any campus subsidy for student health insurance will enroll for coverage online and make payments directly to the insurance company.
10. UAS will collect student share of subsidized Graduate premium and forward to the carrier.
11. UAS will collect international students premium and forward to the carrier.
12. In addition to the core medical benefits, ancillary coverages may be offered. The RFP process will surface proposals for dental, vision, AD&D and Tuition Insurance.
13. Bidders will accept Student Health Center’s fee schedules.
14. UAS will require students to carry a minimum of 6 credit hours for undergraduate and 1 credit hour for graduate in order to be eligible for the Student Health Insurance Plan.

**3. COSTS / PRICING**

 Respondents must provide detailed/itemized retail pricing for each individual component, and/or the overall system, as listed on the Official Bid Price Sheet provided within this RFP document (see Appendix II). If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

 Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be valid for one hundred twenty (120) days following the bid Proposal due date and time. UA will not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

 Price Escalation (when applicable):

 Upon bid award, all premiums must be firm for a period of one year. The contract is renewable on a yearly basis. At the time of contract renewal, the University and/or vendor can request price and/or discount adjustments based on current market trends and total volume of business associated with the contract. New pricing and/or discount schedules must be submitted in writing and agreed upon by both parties. The vendor may request a price adjustment provided the vendor submits proof of an increase in cost prior to the contract renewal. Acceptable proof includes, but is not limited to, dated price lists or invoices from both before and after the increase, and letters from the manufacturer confirming the cost increase. Only the increased percentage, up to a maximum of five (5) percent will be allowed and will become effective after approval by the Business Office. Pricing catalogs must be provided by the bidder. In the event of a general price schedule decrease, the University will be given full price reduction at the time of the contract renewal. Requests for price adjustments shall be submitted to Employee Benefits and Risk Management Services, University of Arkansas System Office.

**4. RESPONDENT REFERENCES**

Respondents must provide a minimum of three (3) references, preferably in higher education, (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

**5.** **RESPONDENT’S RESPONSIBILITY TO READ RFP**

 It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement bidder may be currently pursuing with the University of Arkansas. Interpretation by and of the University of Arkansas is final.

**6. PROJECTED TIMETABLE OF ACTIVITIES**

 The following schedule will apply to this RFP, but may change in accordance with the UA's needs:

 **October 7, 2019** RFP released to prospective respondents

 **October 14, 2019** 4:00 PM CST - Last date/time UA will accept questions

 **October 21, 2019** Last date UA will issue an addendum

 **November 4, 2019** Proposal submission deadline 2:30 PM CST

**Note:** Attendance at RFP 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.

 **December 2019** Vendor Presentations (if necessary)

 **January 2020** Notice of Intent to Award

 **Upon Award TBD\*** Contract Negotiations Begin (upon intent to award)

 **Upon Contract Approval:** Service to Commence (upon final legislative approval, if applicable)

 **\***UA places a value on all elements of this RFP. As such, after evaluation of Proposals and selection of Contractor(s), the UA reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**7. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting Contract will begin upon date of Contract award.  If mutually agreed upon in writing by the Contractor and UA, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for six (6) additional years, for a combined total of seven (7) years (or 84 months).

 **a)** If at any time the services become unsatisfactory, UA will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UA. Additionally, the Contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to Contractor.

 **b)** Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

 **c)** In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UA’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

 The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

**8. GENERAL INFORMATION FOR RESPONDENTS**

**8.1 Distributing Organization**

This RFP is issued by Sibson Consulting Services on behalf of the University of Arkansas.

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

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| **Mr. Bryan Spivey**Senior Health ConsultantSibson Consulting1800 M Street, NW Suite 900 SWashington, DC 20036Phone: (202) 833-6408bspivey@segalco.com |

 Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UA bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

 Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**8.2 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UA’s facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

**8.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by UA and on and within all vehicles on UA property, and on and within all UA vehicles at any location.

**8.4 Disputes**

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Contract. The Respondent acknowledges, understands and agrees that any actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**8.5 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and save harmless UA and all its trustees, officers, employees and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor. Contractor shall also obtain a full and properly executed release, indemnification, and hold harmless agreement of UA, its trustees, officers, employees, agents and volunteers, in a form acceptable to University, from each customer. Contractor shall retain the release from each customer for a minimum period of three (3) years, and furnish copies of any and all releases to UA upon its request.

 To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return or destroy all student education record information within thirty (30) days.

 When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Instructure expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

‐ Providing, to the extent required by Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non‐visual means;

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

 If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

 State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

 For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

 If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**8.6 Contract Information**

 Respondents should note the following regarding the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

 A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. Indemnify and defend that party for liability and damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.

3. Pay all sums that become due under a contract upon default.

4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.

6. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by UA Purchasing Official.

**8.7 Reservation**

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**8.8 Qualifications of Respondent**

UA may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UA all such information and data for this purpose that UA may request. UA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UA that such Respondent is properly qualified to carry out the obligations of the Contract.

**8.9 Non Waiver of Defaults**

Any failure of UA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UA at any time to avail itself of same.

**8.10 Independent Parties**

 Contractor acknowledges that under the Contract it is an independent vendor and is not operating in any fashion as the agent of UA. The relationship of Contractor and UA is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**8.11 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.

**8.12 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

 **Note of Caution**:  Respondents should not attempt to mark the entire proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary**.

**8.13 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent’s business, Respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UA regarding any questions of conflict of interest shall be final.

**8.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UA. Such notice must be received by the UA Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**8.15 Prime Contractor Responsibility**

 As soon as the Intent to Bid is confirmed and Non-Disclosure Agreement (Attachment 1D) is executed, Sibson will submit, via secure file transfer, the census, claims and other data for you to use to complete your proposal response. This data contains some protected and proprietary information and must be kept secure. Sibson is holding this data on behalf of UAS. UAS does not have access to this data.

* UAS will require all rates and fees proposed under all three scenarios requested to be guaranteed for a 12-month period effective August 1, 2020. **UAS is also requesting renewal rate maximums for years 2 and 3.**
* All bidders submitting a proposal response are required to respond to the “General Questionnaire”. In addition, it is desirable to respond to all applicable question. Note a written response is required for each questionnaire question. Responses including references to separate attachments in lieu of a direct response will not receive a score according to the Evaluation Criteria.
* Respondents are required to address each of the requirements of this RFP. Bidder’s responses should contain sufficient information and detail for UAS to further evaluate the merit of the bidder’s response. Failure to respond in this format may result in bid disqualification.
* Exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, paragraph, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
* The proposal response is required to be received by Sibson no later than **2:30 p.m. Central Time, November 4, 2019** (i.e. the proposal due date). It is preferred your proposal response be submitted electronically to Bryan Spivey’s email address. **IMPORTANT:** Late bids will NOT be accepted. All bidders, regardless of the method of submission (electronic or hard copy), should complete the RFP in its entirety on or before the proposal due date. If you are submitting a hard copy, please send it to Bryan Spivey at the address noted below.
* For a bid submission to be considered responsive, an official authorized to bind the respondent to a resultant contract is required to sign the original bid in the blank provided on the bid cover sheet.
* All official documents and correspondence shall be included as part of the resultant contract.
* UAS reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so. Bids will be rejected for one or more reasons not limited to the following:
	+ Failure to complete the Intent to Bid and agree to Minimum Standards.
	+ Failure of the bidder to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
	+ Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.
	+ Failure to provide the bid security or performance security, if required.
	+ Failure to supply bidder references, if required.
	+ Failure to sign an Official Bid Document, if required.
	+ Failure to sign each questionnaire to confirm the proposed rates.
	+ Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

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| **Mr. Bryan Spivey**Senior Health ConsultantSegal Consulting1800 M Street, NW Suite 900 SWashington, DC 20036Phone: (202) 833-6408bspivey@segalco.com | **Mr. Steve Wood**Vice President, EmployeeBenefits and Risk ServicesUniversity of Arkansas System2404 North University AvenueLittle Rock, AR 72207spwood@uasys.edu |

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

**8.16 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

**8.17 Warranty**

 The vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this RFP and award thereto shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the University by any other provision of the offer. Vendor warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. All warranty paperwork shall be included with Deliverables prior to acceptance by the University.

The vendor must:

1. Define the provisions of the warranty regarding response time for service and support.
2. Define the provisions of the warranty regarding system up time including maintenance windows.
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Respondents must itemize any components, services, and labor that are excluded from warranty.

**8.18 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UA Purchasing Official, in writing, and UA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**8.19 Award Responsibility**

The UA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

 Contract(s) will be awarded to the Respondent(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

**8.20 Confidentiality and Publicity**

 From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

 News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

 Employees of the Contractor may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UA.

**8.21 Respondent Presentations**

UA reserves the right to, but is not obligated to, request and require that final contenders determined by

 the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be

 determined by the Evaluation Committee. Respondents are required to participate in such a request if the

 UA chooses to engage such opportunity.

**8.22 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract,in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**8.23 Funding Out Clause**

If, in the sole discretion of UA, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then UA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor 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 UA to terminate the Agreement in order to acquire similar service from a third party.

**8.24 Indicia**

The Respondents and the Contractor acknowledge and agree that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, 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 UA that are adopted and used or approved for use by UA (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, 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 an authorized representative of UA. 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 UA or its Board of Trustees without compensation.

**8.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UA and that interpretation shall be final.

**8.26 Time is of the Essence**

Respondent and UA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein

**8.27 Formation of the Contract**

At its option, UA may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UA may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents, and will include standard UA terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UA, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**8.28 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UA.

**8.29 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

**8.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**8.31** **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

**8.32 Performance Standards**

Contractor acknowledges that the use of performance based standards on any resultant Contract by UA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UA. Contractor shall warrant that the equipment placed on the UA campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to UA or tailgate customers on the UA campus are to be of high quality and rendered in a timely and professional manner.  Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UA financial or reputational harm or damages or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UA subject to termination.

**8.33 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

**8.34 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning, and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UA’s campuses.

**8.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA as provided by UA’s Board of Trustee Policy.

**8.36** **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this RFP or any resulting Contract with UA, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UA’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UA.

**8.37 NCAA AND SEC**

The Contractor shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which UA’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by the Contractor, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs.

**9. INSTRUCTION TO RESPONDENTS**

**9.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**9.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided, or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UA to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**9.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**9.4** Proposals will be opened at Sibson Consulting, 1800 M Street, NW Ste 900 S, Washington, DC 20036, at the date and time as listed on the coversheet of this RFP (proposal due date). All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

 **Respondents must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UA, 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. Proposals must be received at the following location prior to the time and date specified within the timeline this RFP:

|  |
| --- |
| **Mr. Bryan Spivey**Senior Health ConsultantSibson Consulting1800 M Street, NW Suite 900 SWashington, DC 20036Phone: (202) 833-6408bspivey@segalco.com |

 **NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time.

 **Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened**.

**9.5** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the Proposal as required will eliminate it from consideration.

**9.6** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.

**9.7** The UA Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UA to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UA.
				2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
				3. Failure to provide the bid security or performance security if required.
				4. Failure to supply Respondent references if required.
				5. Failure to sign an Official Bid Proposal Document.
				6. Failure to complete the Official Bid Price Sheet.
				7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

**9.8** If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

**10. INDEMNIFICATION AND INSURANCE**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Contractor of any applicable NCAA rules or regulations or state, federal or local laws.

The obligation to indemnify UA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UA, UA’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

* Workers Compensation: As required by the State of Arkansas.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. 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 UA.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UA’s campus. Contractor shall also be responsible for payment of workers’ compensation insurance for all Contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

**11. CONTRACTOR OVERVIEW**

The Contractor shall provide a general overview of its business including the following information:

* Foundation date
* Description of core activities
* Major company and distributor locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**12.** **BEST AND FINAL OFFER**

UA reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution.  In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.  The official request for a “Best and Final Offer” will be issued by the UA Procurement Department.

**13. SPECIFICATIONS / GOALS AND DELIVERABLES**

 Each Proposal should contain the following information at a minimum:

Please refer to Attachment 1A for complete proposal requirements and questionnaire information.

**14. EVALUATION AND SELECTION PROCESS**

It is the intent of the UA to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UA assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UA. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for whatever reasons), UA may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of one hundred twenty (120) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

 Proposals satisfying the minimum evaluation criteria will be evaluated further based upon the following criteria:

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| 1. Cost (Premium Rates)
 | 40 |
| 1. Value (Benefit plan value ÷ cost)
 | 10 |
| 1. Acceptance of Health Centers’ Fee Schedules
 | 5 |
| 1. Account Management & References
 | 5 |
| 1. Plan Administration (Student verification, Student Waiver, etc.)
 | 5 |
| 1. Customer Service
 | 5 |
| 1. Communications Support, Enrollment Approach and Flexibility
 | 5 |
| 1. Value Added Benefits (Telemedicine, Nurseline, Tuition Insurance, etc.)
 | 5 |
| 1. Information Security
 | 5 |
| 1. Provider Network and Formulary (Size, Composition, Location and Disruption of Change)
 | 10 |
| 1. Performance Guarantees
 | 5 |

**Cost (40 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

* Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
* The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

 **(a/b)(c) = d**

 a = lowest cost bid in dollars

 b = second (third, fourth, etc.) lowest cost bid

 c = maximum points for Cost category (30)

 d = number of points allocated to bid

 Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

**15. SERVICE PERFORMANCE STANDARDS**

Please indicate which of the following performance guarantees your organization is willing to offer. Also, note any variations to either the standard or the penalty if your organization does intend to offer a guarantee around the performance issue described.

|  |  |  |  |
| --- | --- | --- | --- |
| Performance Standard | Will Offer? (Yes/No) | Amount Placed at Risk | Comments |
| **Vendor Call Return Timeliness**UAS calls to vendor are to be returned within 4 hours of the call the same day, except for calls placed after 4:00pm, which are to be returned within one business day. **Measurement and source of information:** UAS’ telephone log |  |  |  |
| **Complaint Resolution**Absence of complaint made by plan participants to plan sponsor because the vendor either ignored the original complaint or did not provide a satisfactory resolution. **Measurement and source of information:** UAS’ complaint log evidencing a complaint that turns out to have been ignored or improperly resolved by the vendor. |  |  |  |
| **Reports: Timely Delivery**Agreed upon reports are to be received by UAS by the 20th day of the month following the close of the reporting cycle. **Measurement and source of information:** UAS’ date stamp of receipt of the report |  |  |  |
| **Reports: Accuracy**Agreed upon reports will provide accurate content. **Measurement and source of information:** UAS’ review and reconciliation of reports received. |  |  |  |

**APPENDIX I: Respondent Information/Reference**

Respondent must provide the following information as part of this proposal:

1. Respondent Representative

 Contact Name

 Telephone

 Email Address

 Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

 a. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 b. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 c. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

**APPENDIX II: Official Price Sheet**

**BID NAME: Student Health Insurance RFP**

**BID NUMBER: 100719**

**BID DUE DATE: November 4, 2019 2:30 PM CST**

**BIDDER INFORMATION CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE/EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Reference Section 3-Costs / Pricing** for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for one hundred twenty (120) days following the bid Proposal due date and time.**

UA will not be obligated to pay any costs not identified accordingly. The Respondent must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

**NOTE:** Bids must be submitted on this official bid form to be considered. Vendors must use this Official Bid Price Sheet when submitting bids in response to this RFP. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this bid document. Pricing must include shipping and handling charges.

Student Health Insurance – All Campuses

Domestic Plan – High ($300 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Domestic Plan – Low ($1,000 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

International Plan

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Student Health Insurance – All Eligible Campuses except Fayetteville

Domestic Plan – High ($300 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Domestic Plan – Low ($1,000 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

International Plan

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Student Health Insurance: All Eligible Campuses except Community Colleges

Domestic Plan – High ($300 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Domestic Plan – Low ($1,000 Deductible)

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

International Plan

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Student Health Insurance: Ancillary Coverages

Dental

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Vision

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Tier** | **Annual(8/1/2020 –7/31/2021)** | **Spring(1/1/2021 –7/31/2021)** | **Summer(5/1/2021 –7/31/2021)** |
| Student |  |  |  |
| Student + Spouse |  |  |  |
| Student + Child(ren) |  |  |  |
| Student + Family |  |  |  |

**Attachment 1A, Proposal Requirements And Questionnaire Information**

 Please review the following instruction and conditions and note any conditions where your proposal deviates from the conditions.

* **Administration.** Please identify all requirements of UAS for your insurance contract.
* **Funding.** Provide quotes based upon a fully insured, non-participating basis for Student Health Insurance.
* **Commissions.** Commissions set at 2% of premium on a level basis should be payable to Sibson Consulting.
* **Contributions.** Students will generally need to pay for the entire insurance premium. In some circumstances (graduate students), the University may subsidize a portion of this insurance premium. This will be determined at the campus level.
* **Guarantees.** Premiums for all coverages must be guaranteed for a minimum of one year.
* **Premiums** quoted must be valid for 120 days after receipt of quote.
* **List services/supplies** not covered under the premiums quoted (e.g., custom reports, etc.).
* Identify separately any start-up costs.
* **New Rate Classes.** If rates/premiums are subject to change if the benefit plan is restructured or new classes of Students are added, detail how they may change along with any additional charges.
* **Implementation.** Plan implementation must be guaranteed immediately upon notification.
* **Renewal Notice.** The bidder must provide any rate changes in writing with full justification at least 9 months prior to a contract anniversary date. The long lead-time is required due to the decision process, communications, and administration requirements.

 Sibson assumes all submitted bids adhere to the preceding conditions, unless otherwise noted in the proposal submission. Failure to meet any of these conditions may result in disqualification of the proposal submission. This Request for Proposal (RFP) and your response, including all subsequent documents provided during this RFP process, will become the contract between the parties, until replaced by a final written contract signed by both parties.

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Do not make reference to a prior response, or to your contract, unless the question involved specifically provides such an option.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect with the requirements set forth in this RFP.

**Firm Information, Account Management, References**

1. Provide a brief history of the firm and its experience in providing student health insurance plans.
2. Provide information on those individuals assigned to work with the University including a description of their experience in providing a comprehensive health insurance plan for students.
3. Describe the support provided by the account management team that will be available at the system and campus levels.
4. Confirm that your Company will provide an individual to support the Fayetteville campus. Describe the support that this individual will be able to provide.
5. Provide a list of all clients lost within the last three years which includes:
	1. A contact name and telephone number
	2. Length of service at the account
	3. Reason for the loss
6. What are the most recent financial ratings for your company?
7. Confirm no less frequently than quarterly reporting to Student Health to include:
	1. Participating Student data (e.g. number of single Participating Students, number of Participating Student’s dependents; school or college affiliation; undergraduate vs. graduate/professional status; domestic vs. International; age, etc.);
	2. Medical claims data, including mental health; and
	3. Prescription claims (e.g. number and dollar amounts; top ten by number of prescriptions and amount of paid claims).
8. Describe other standard reports and applicable frequency that are available to UAS.

**Plan Administration**

1. Confirm that your Company intends to meet all of the expectations of UAS listed in pages 1 and 2 of this RFP. List any exceptions.
2. Confirm that your Company will aggressively and immediately recruit 100 percent of identified providers not in your current network if your Company is chosen to work with the University, and provide details on the scope of your current provider network.
3. Confirm that your Company will support an annual review and renewal process. Support is defined as provided detailed backup for the annual renewal and making a representative from your Underwriting Department available to UAS for questions.
4. Confirm that you will assist the University’s Office of Student Financial Services and Office of the Provost to enroll graduate students who qualify for the University’s insurance subsidy, and will work with University offices to facilitate notification, application, enrollment, premium payment and/or group enrollment for qualifying graduate students.
5. Confirm that your Company will provide continuous open enrollment support for the full premium during the publicized Open Enrollment Period and open enrollment thereafter, effective the first day of the month following enrollment, with premiums pro-rated accordingly.
6. Confirm that your Company will provide an optional monthly payment plan for participating students.
7. Describe the method by which your Company intends to verify undergraduate/graduate student status of enrollees.
8. Describe how your Company will work with UAS and its various campuses to administer any required Student Waiver process.

**Customer Service**

1. Confirm that continuous access to information for eligible students beginning at least two weeks before the Open Enrollment Period will be provided.
2. Confirm that a local or toll-free number listed on the brochure, website and other sources of information regarding your Company’s services will be available 24 hours a day/seven days per week.
3. Confirm availability of online information regarding the Services that will be linked from the Student Health website.
4. Confirm that the local or toll-free number will be staffed by employees who are thoroughly knowledgeable regarding the specific details of the Plan and Services for the University.
5. Confirm that consistently prompt, courteous, and knowledgeable responses by the Selected Firm to customer service requests posed by Participating Students, Eligible Students, and University administrators.
6. Describe the website tools available to participants in the Student Health Plan.
7. Do you offer a tools that will allow participant in the Student Health Plan to see their deductible and out-of-pocket maximum progress throughout the year?
8. Please describe your mobile application that will be available for participants in the Student Health Plan.

**Marketing and Communication**

1. Confirm that brochures and mailers for review and approval by UAS and, as required, by the State Insurance department will be included in the proposed premium; brochures to include a list of exclusions and policy limitations, including pre-authorization and pre-certification requirements.
2. Confirm participation in the University’s Summer Orientation programs; distribution of reminders to Participating Students that annual application for enrollment is required, and for those Participating Students who are not returning, information regarding the terms and risks of interrupted coverage, and other bridge options.
3. Confirm timely distribution of information to all entering and returning Eligible Students and subsequent mailings for Eligible Students who are late admissions to the University.
4. Confirm immediate direct notifications to Participating Students of any change that occurs during the Plan Year.

**Value Added Benefits**

1. Provide the following information for each value added benefits such as Nurseline, Telemedicine, and Travel Assistance Program:
2. Description of the program offered to participants in the Student Health Plan
3. Confirm if the cost of the benefit is included in the proposed premium.
4. Information on the company which you will use to administer the services.
5. Do you offer the program benefits to students not enroll in the Student Health Plan?
6. Does your company provide assistance to students that would like to purchase Tuition Insurance?
7. Describe other value added benefits (Dental, Vision, ADD, etc) that are available to students.

**Information Security**

1. Describe your process for vetting the privacy, security, HIPAA compliance and readiness of your sub-contractors.
	1. Privacy
	2. Security
	3. HIPAA Compliance
	4. Readiness of Sub-contractors
2. Does your web-based product comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions? (Yes/No)
3. List the dates on which your systems were reviewed or validated against the updated HIPAA regulations.
4. Has your company had any data breaches? If so, please describe the event(s).

**Provider Network and Formulary**

1. Complete Provider Disruption file provided.
2. Complete Network Access table below for campuses that currently offer student health insurance:

|  |
| --- |
| Percentage of students with access based on access standards\* noted below |
| **Provider Type** | **Fayetteville** | **Medical Sciences** | **Little Rock** | **Fort Smith** |
| PCPs |  |  |  |  |
| OB/GYNs |  |  |  |  |
| Pediatricians |  |  |  |  |
| Other Specialists |  |  |  |  |
| Hospitals |  |  |  |  |

**\*Standard for Definition of Access to Network Provider**

PCPs: 2 physician with 5 miles

OB/GYNs: 2 physicians within 5 miles

Pediatricians: 2 physicians within 5 miles

Specialists: 2 physicians within 5 miles

Hospitals: 1 hospital within 10 miles

1. Demonstrate how your company has sufficient access to network providers within a 5 to 10 mile radius of all the different University of Arkansas campuses.
2. Complete Network Provider count table below:

|  |
| --- |
| Number of Providers within Your Network in the Following Zip Codes |
| **Provider Type** | **727** | **722** | **716** | **729** | **718** | **Total for AR** |
| PCPs |  |  |  |  |  |  |
| OB/GYNs |  |  |  |  |  |  |
| Pediatricians |  |  |  |  |  |  |
| Other Specialists |  |  |  |  |  |  |
| Hospitals |  |  |  |  |  |  |

1. Describe how your company ensures that students have sufficient access to Behavioral Health providers and resources.
2. Describe the proposed 2020 prescription drug formulary. Attach a full list of your formulary.
3. How often is the prescription drug formulary updated? Describe the options available to the University regarding formulary management.

**Implementation**

The anticipated effective date is August 1, 2020. Please provide an implementation schedule for each line of coverage you are proposing, assuming this effective date.

# Attachment 1B, Intent to Bid

Complete the following and email directly to Bryan Spivey (bspivey@segalco.com).

Name of Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We confirm the receipt of your request for proposal and will take the following action

[check only one box]:

* **We intend to bid**
* **We decline to bid [please provide reason]**

We are not submitting a proposal because

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Intent to Bid Forms must be received by **October 14, 2019**

# Attachment 1C - Reference Documents

## Current Plan Design Links

* Fayetteville: <https://health.uark.edu/billing-insurance/insurance.php>
* Medical Sciences: <http://studentlife.uams.edu/student-insurance-required/>
* Fort Smith: <https://4studenthealth.relationinsurance.com/plan/international-student-insurance-plan-2019-2020-9786/>
* Little Rock: <https://www.lewermark.com/school-detail/?SID=ualr>

## Attachments – To be delivered upon execution of Non-Disclosure Form

* Census
* Experience Reports – Fayetteville
* Experience Reports – Medical Sciences
* Experience Reports – Little Rock & Fort Smith
* Provider Disruption File

**Attachment 1D – Non-Disclosure Agreement**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is between **The Segal Group, Inc.**, on behalf itself and its operating subsidiaries and affiliates, including Sibson Consulting, (“Sibson”) and [INSERT NAME OF COMPANY], on behalf of itself and all of its subsidiaries and affiliates, (“Bidder”) and is executed in connection with various bids, proposals or other replies (each a “Bid”) that Bidder intends to submit to Sibson in response to various Request For Proposals/Requests for Information (each an “RFP”) issued by Sibson on behalf of the University of Arkansas System (UAS).

 **WHEREAS**, in order to prepare its Bid, Bidder needs to receive certain plan information and data, which may include individually identifiable health information pertaining to the UAS health plan participants and beneficiaries, and certain Sibson proprietary information consisting of the RFP questionnaire and specifications and any associated financial spreadsheets (the UAS Health Plan Information, together with the other Sibson proprietary information are collectively referred to as “Sibson’s Proprietary Information”). For the avoidance of doubt, the term “individually identifiable health information” refers to any health information, including demographic information, that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2);

 **WHEREAS**, in order to evaluate Bidder’s Bid, Sibson and UAS may need to receive certain proprietary information from Bidder which may include, but not be limited to, provider-specific network allowances and reimbursement arrangements and other information designated by Bidder in writing as confidential and proprietary information of Bidder (“Bidder’s Proprietary Information”); and

 **WHEREAS**, Sibson’s Proprietary Information and Bidder’s Proprietary Information are collectively referred to as “Proprietary Information.”

**NOW THEREFORE**, in order to exchange Proprietary Information in connection with the RFP, the parties agree as follows:

1. Bidder will use Sibson’s Proprietary Information only for the purpose of preparing its Bid and as otherwise permitted by paragraph 5 of this Agreement. Sibson will use Bidder’s Proprietary Information only for the purpose of evaluating Bidder’s Bid and as otherwise permitted by paragraph 5 of this Agreement.
2. Bidder and Sibson agree that only those individuals employed by them who have a need to know Proprietary Information to prepare or evaluate the Bid and have been made aware of the terms of this Agreement and agreed to abide by its terms will have access to Proprietary Information of the other party (“Bidder’s Representatives” and “Sibson’s Representatives”).
3. Neither Bidder nor any Bidder Representatives will disclose Sibson’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the Bid and the recipient first executes a confidentiality agreement with provisions no less stringent than this one; or (b) required by law. Neither Sibson nor any Sibson Representatives will disclose Bidder’s Proprietary Information to any person or entity outside of Sibson (other than UAS), unless such a disclosure is: (a) necessary to evaluate the Bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law.
4. Bidder and Sibson agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.
5. Each party will return the other party’s Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that Sibson may retain an archival copy of Bidder’s Proprietary Information for its file. If Bidder determines that return or destruction of some or all of Sibson’s Proprietary Information is not feasible, Bidder agrees to: (a) inform Sibson, in writing, of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Bidder will report to Sibson, in writing, any use and/or disclosure of individually identifiable health information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party’s Proprietary Information that has been or may be obtained by such party during the course of the RFP, whether Bidder or Sibson has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party’s benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of the other party, except as necessary to respond to the RFP or evaluate the RFP response.
8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.
9. In certain instances, Sibson may conduct the RFP process electronically through the use of a third party hosted Website. The host Website being used is owned by Proposal Technologies Network, Inc. (“Proposal Tech”). Proposal Tech and Sibson have entered into a confidentiality agreement that protects the confidentiality of Sibson’s and Bidder’s Proprietary Information, as well as UAS’s confidential information.
10. Bidder shall and does hereby agree to indemnify, defend and hold harmless Sibson, UAS and their respective officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the other may incur or suffer and that result from, or are related to, any breach or failure of Bidder or Bidder’s Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
11. Each party recognizes that any breach of the covenants contained in this Agreement would irreparably injure the other party and/or UAS. Accordingly, the non-breaching party may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
12. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
13. This Agreement shall be binding upon Sibson and Bidder and their respective successors, assigns, heirs, executors and administrators.
14. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York.
16. The written notices required by paragraphs 5 and 6 of this Agreement shall be sent by certified mail, return receipt requested, postage prepaid or by overnight air express mail service to: General Counsel, The Sibson Group, Inc., 333 West 34th Street, New York, New York 10001.

Intending to be legally bound, the parties have executed this Agreement.

 **THE SIBSON GROUP, INC.** **NAME OF COMPANY**

Signed: Signed:

Name: Name:

Title: Title:

Date: Date:

1. Non-gatekeeper type plans. [↑](#footnote-ref-1)
2. Fayetteville subsidizes 66% of the premium cost for graduate assistants and teaching assistants who are at least 50% appointed; other graduate students do not receive a subsidy. [↑](#footnote-ref-2)