

**Request for Proposal (“RFP”)**

**RFP No. 09022020**

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS (“UA-AD”)**

**STUDENT-ATHLETE MEDICAL CARE SERVICES**

 **PROPOSAL RELEASE DATE: September 2, 2020**

 **PROPOSAL DUE DATE: September 16, 2020\***

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

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

 **Business Services**

 **Administration Bldg, Rm 321**

 **1125 W Maple St**

 **Fayetteville, AR 72701**

**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 UA-AD’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.

|  |  |
| --- | --- |
| **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 arrive and be time-stamped by the Procurement Office, located at 1125 West Maple Street, Administration Building 321, Fayetteville, AR 72701 prior to the time and date specified in the Request for Proposal. VENDOR NAME, BID NUMBER, AND BID OPENING DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**COVID-19 TEMPORARY CONSIDERATIONS:**

* Under current circumstances and restrictions with COVID-19, UPS, FedEx, and DHL will be delivering packages directly to UA Mailing Services for delivery to Business Services.
* In the event the University is closed to the public during a scheduled bid opening event, virtual access will be provided. Information on joining a virtual bid opening will be posted on [HogBid](https://hogbid.uark.edu/) prior to the bid opening date.

**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.

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UA shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Minority-Owned Business** is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:
* African American
* Hispanic American
* American Indian
* Pacific Islander American
* Asian American
* A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs
1. **Women-Owned Business** is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.
2. **Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses. Increase the opportunity for your minority or women-owned business to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.

If certified, the Prospective Contractor’s Certification Number should be included on the Proposal/Response Signature Page.

1. **Recommended Resources**
* Doing Business with UA
* Vendor registration: <https://businessservices.uark.edu/doing-business-at-university.php>
* Doing Business with the State
* Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
* Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA or UA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 200 academic programs. As of Fall 2019, student enrollment totaled approximately 27,559. The faculty count totaled 1,401 and the staff count totaled 3,227. The UofA is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top three percent (3%) of colleges and universities nationwide.

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**I. Overview of RFP**

The University of Arkansas Department of Intercollegiate Athletics, located in Fayetteville, Arkansas (“UA-AD”) is seeking Proposals from qualified medical care providers to enter into an agreement to provide affordable, comprehensive, convenient and timely, first-rate medical treatment and care to its student-athletes (“Contract”). The value of each Proposal will be determined by the UA-AD based on the overall quality, competence, experience, compliance, format and presentation of each written Proposal, on-site facilities tour and in-person presentations (if and as requested by UA-AD) with an emphasis on student-athlete patient care. Any Contractthat results from this RFP with a successful Respondent (“Contractor”) will be to provide medical care services to the UA’s athletic teams and student-athletes. Note also that the award may be split between Respondents for each of the services for which bidding is requested.

**A. Scope of Medical Care Services Required.**

The intent of this RFP is to identify and select a team of dedicated medical care providers (including primary care sports medicine and orthopedic physicians) to provide guidance to the UA-AD Sports Medicine Staff and to provide medical services to UA student-athletes on a daily basis and on-site at each sporting event in accordance with the specifications, terms and conditions stated in this RFP (“Providers”), as well as highly accommodating and discreet first-class hospital and surgical services to UA student-athletes at conveniently located medical care facilities and/or surgery centers (“Facilities”). Providers will be expected to work in conjunction with other UA-AD team medical care providers in the best interest of the UA’s student-athletes. Respondents may submit a Proposal for all the services outlined in this RFP or submit a Proposal for a specific service identified in this RFP. Any dispute as to whether a sport or individual is included will be resolved by UA-AD in its sole discretion.

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

The UA-AD desires to engage a team of four (4) fellowship trained or board certified sports medicine physicians dedicated to UA-AD (“Team Primary Care Physician(s)”) and a supervised physicians’ assistant or nurse practitioner capable of prescribing medication (“Mid-Level Practitioner”). Respondent shall designate an individual responsible for resolving all scheduling and service issues and ensuring compliance with the terms of this RFP and any resulting Contract (“Medical Director”). Respondent shall also identify the Team Primary Care Physician that will serve as the assigned primary care sports medicine physician to provide the medical services for each of the following UA-AD athletic teams and be present at the designated events:

1. Team Primary Care Physician 1: Football (approx. 12 events)\*, Baseball (approx. 33 events)\*\*, and Volleyball (approx. 14 events)\*\*
2. Team Primary Care Physician 2: Men’s Basketball (approx. 17 events)\*, Men’s and Women’s Golf, Men’s and Women’s Tennis, Men’s and Women’s Track & Cross Country (approx. 14 events)\*\*, Spirit Squads, and Gymnastics (approx. 5 events)\*
3. Team Primary Care Physician 3: Women’s Basketball (approx. 17 events)\*, Soccer (approx. 11 events)\*\*, Swimming & Diving, Softball (approx. 30 events)\*\* and serve as Secondary Team Physician for Football\*\*
4. Secondary Team Primary Care Physician: Assists with all sports as necessary, including any additional sports added in the future.
5. Mid-Level Practitioner: Shall be on-campus 40 hours per week.

\* denotes on site event coverage

\*\*denotes on site coverage that may be divided with the Team Orthopedic Physician group

Each Team Primary Care Physician shall be available to each athletic team to deliver expert medical care and provide direction to the UA-AD Sports Medicine Staff. Athletic team assignments are subject to change at any time upon written notice from UA-AD and would include any additional athletic teams added in the future. If a designated Team Primary Care Physician leaves during the Term of the Contract, the Contractor shall provide a replacement physician of equal training and experience. All Team Primary Care Physicians must be available to travel to preseason/postseason UA-AD athletic team tournaments and overseas travel with their assigned team upon UA-AD’s request. In emergency situations only, an on-call hospital physician may be utilized on rare occasions to cover an athletic team event; however, Contractor must notify the athletic trainer 24 hours in advance of the event if the designated Team Primary Care Physician will not be able to cover the event.

**B(2) Education, Protocols & Privileges.**

* All Team Primary Care Physicians shall stay current with state of the art trends in sports medicine and maintain all licensure, certifications and good standing with all hospital or surgical centers identified throughout the Term of any Contract.
* All Team Primary Care Physicians and Mid-Level Practitioners shall successfully complete UA education and training for Title IX sexual assault awareness, reporting and prevention; sexual harassment and discrimination prevention and reporting; reporting suspected maltreatment of minors; and diversity, equity and inclusion.
* All Team Primary Care Physicians shall establish, as applicable, well-rehearsed and venue-specific protocols and emergency action plans for diagnosis, prevention and treatment of sports-related injuries and illness (including without limitation concussions and other head and neck injuries, heat strokes, cardiac arrests, asthma, diabetic emergency, exertional rhabdomyolysis, any exertional or non-exertional collapse, exertional collapse associated with sickle cell trait, mental health emergency, mononucleosis and other contagious illness) consistent with industry best practice medical standards and NCAA inter-association recommendations and guidance (including without limitation NCAA Concussion Safety Protocol and Catastrophic Injury and Death in Collegiate Athletes Checklists).
* All Team Primary Care Physicians shall obtain consulting privileges at hospitals utilized by UA-AD.

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

* Mid-Level Practitioner will be available on campus 40 hours per week from 7:30 a.m. – 3:30 p.m., Monday through Friday and available on-call or at the UA on-campus office as needed.
* Mid-Level Practitioner will be required to work additional hours in August during football preseason. A medical assistant may be provided at UA-AD’s judgment and discretion based on medical care service demands.
* Each Team Primary Care Physician will be available on a weekly basis for on-campus clinics. Clinics are anticipated to be held 4 times per week in Barnhill Arena (Monday/Tuesday/Wednesday/Thursday). Clinics are anticipated to be held in the Fred W. Smith Football Center 4 times a week during football season (Sunday/Tuesday/Wednesday/Thursday) and twice a week out-of-season.
* The UA-AD will work to ensure that on-campus office space contains internet access, including wireless capabilities.

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

* Team Primary Care Physician shall be available to provide annual physical exams, as coordinated in conjunction with the UA-AD’s Sports Medicine Staff.
* Mid-Level Practitioner may assist with physicals, but a Team Primary Care Physician must perform and sign off on all student-athlete physicals.
* Physical protocols will be agreed upon by the Team Primary Care Physician, UA-AD Director of Sports Medicine, and the UA-AD’s Sports Medicine Staff.

**B(5) Laboratory Services.**

* Contractor shall provide out-patient lab services, referred by UA-AD Team Primary Care Physicians (non-emergency room visit).
* Contractor shall provide phlebotomist for all pre-season physicals.
* Contractor shall provide prompt turnaround on laboratory services (no later than 24 hour) and STAT testing as necessary.
* Contractor shall provide specimen pick-ups at the UA-AD.
* Esoteric tests not performed by the local lab service will be coordinated with a reference lab.

**B(6) Radiology Services.**

* Preference as to radiology test scheduling, as well as off-time scheduling including nights and weekends, will be provided by Contractor within 24 hours or request for appointment.
* Out-patient results and same-day interpretation will be coordinated by a designated physician.
* Contractor shall provide primary call availability for interpretation of other tests.
* Radiology services shall be provided by Contractor to UA-AD student-athletes on a priority basis with a preference given for scheduling purposes for all student-athletes, including nights and weekends.
* Contractor shall provide reading and reporting of MRI, CT scans, Ultrasound, X-ray and other test results with 24 hours of the service.
* Outpatient results and same-day interpretations shall be coordinated with other physicians serving UA-AD who have primary call availability for the interpretation of UA-AD related tests.
* Out-patient results and same day interpretation shall be coordinated with other physicians serving UA-AD.

**B(7) Medical Dictation.**

* Within 5 business days, Contractor shall provide clear and concise dictated notes as required by UA-AD Sports Medicine Staff to deliver appropriate level of care and to maintain sufficient documentation of treatment in student-athlete’s medical file at the UA-AD.
* Contractor shall provide accurate and complete documentation and communication between the UA-AD Sports Medicine Staff, other physicians serving the UA and UA’s student-athletes.

**B(8) Medical Billing.**

* Contractor must devote or dedicate an employee whose job function, among other things, will be to pre-certify or confirm coverage for UA-AD student-athletes (“Insurance Coordinator”).
* Contractor must provide full funding of an Insurance Coordinator housed in UA-AD facilities who will provide services as the claims administrator and work to maximize reimbursement from primary insurance and will have access to the billing system.
* Insurance Coordinator will provide services as the claims administrator and work to maximize reimbursement from primary insurance for all medical bills including bills and charges from outside providers.
* The Insurance Coordinator must be available during reasonable business hours to consult with UA-AD personnel and student-athletes regarding payment issues or claims submission.
* UA-AD will provide office space and furniture for the Insurance Coordinator.
* UA-AD will provide personnel assistance and work space for Insurance Coordinator. Contractor will work with other physicians serving UA-AD to provide and coordinate the functions of the Insurance Coordinator.
* Contractor must submit bills to the UA-AD within 120 days of service to obtain full payment of the medical bill. Any bill submitted to UA-AD after this period is subject to a write off at 100%.
* Contractor must accept assignment of benefits from student-athletes for any individual and/or group health benefit contracts or plans adopted by the UA-AD which shall be subject to any resulting Contract, including, without limitation, insurance policies, administrative services only agreements, benefit services only agreements, third party administrator agreements, multiple employer trusts, pre-paid plans, competitive medical plans, governmental programs and self-insured plans and trusts, and any individual or group health contract or plan otherwise available to a student-athlete even though the same is not affiliated with or adopted by UA-AD.
* Contractor must accept assignment of benefits from student-athletes for any plan that Contractor otherwise participates in during the normal course of business and comply with the billing and claim submission procedures set out herein and as otherwise provided under the “Maximum Fee Schedule” set forth in Attachment B.

**B(9) Priority status.**

* Office appointments shall be provided to all student-athletes within 24 hours of request of service by UA-AD Sports Medicine Staff.

**B(10) Quality and Continuity of Care.**

* All Team Primary Care Physicians shall provide first-rate medical treatment and care to student-athletes on a highest priority basis.
* The student-athlete’s care shall be directed by the respective Team Primary Care Physician who will be available for follow-up care and consultation regarding the student-athlete’s post-injury status.
* All Team Primary Care Physicians shall be available by phone for immediate consultation with UA-AD’s Sports Medicine Staff.
* All Team Primary Care Physicians shall work cooperatively with UA-AD Sports Medicine Staff and the other physicians serving the UA-AD.
* Contractor shall develop a quality assessment, assurance and improvement program in conjunction with the UA-AD Sports Medicine Staff to monitor outcomes of student-athletes and constantly improve UA-AD delivery of care to the UA-AD student-athletes.
* Contractor shall cooperate with UA-AD to objectively monitor and evaluate the quality of medical services provided by Contractor to UA-AD student-athletes under any resulting Contract, including, but not limited to, availability, accessibility, acceptability, privacy, response times of requested care, scheduling, waiting times, follow-up care and general continuity and quality of overall care.
* Contractor shall investigate and respond immediately to all issues related to medical services provided to UA-AD student-athletes and the working relationship with UA-AD staff.
* Contractor will remedy, as soon as reasonably possible, any condition that has been determined by UA-AD, or any governmental or accrediting agencies, to be unsatisfactory.
* UA-AD, Contractor and All Team Primary Care Physicians shall work together to continuously improve the services provided to UA-AD student-athletes and to resolve problems related to the provision of medical services.
* Contractor shall provide UA-AD access to all patient care protocols, policies, and procedures, and any modifications, upon request.
* Contractor shall assign a Team Primary Care Physician to be on-call 24 hours a day, 7 days a week, to address any student-athlete emergency room care issues.

**B(11) Specialists.**

* Primary Care Sports Medicine Physicians will work with the UA-AD to develop a team of specialists including but not limited to Urologist, Endocrinologist, Gynecologist, Cardiologist, Sport Hematologist, General Surgeon, Gastroenterologist, Allergist, Dermatologist, Neurologist, Neuropsychologist, Psychiatrist, Optometrist, Dentist, Oral Surgeon and Neurosurgeon.

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

The UA-AD desires to engage a team of four (4) physicians who are fellowship trained or board certified sports medicine orthopedic surgeons dedicated to UA-AD (“Team Orthopedic Physicians”). Team Orthopedic Physicians who provide team coverage should have board certification by American Board of Orthopedic Surgery (“ABOS”) and also hold a Certificate of Added Qualifications (“CAQ”) in sports medicine by ABOS. Team Orthopedic Physicians should be available to each athletic team to deliver expert care and direction to UA-AD Sports Medicine Staff. Respondent shall designate an individual responsible for resolving all scheduling and service issues and ensuring compliance with the terms of this RFP and any resulting Contract (“Medical Director”). Respondent shall also identify the “Team Orthopedic Physicians” to serve as the designated physician to provide the medical services for each of the following UA-AD athletic teams and to be present at the designated events:

Team Orthopedic Physician 1: Football (approx. 12 events)\*, Baseball (approx. 33 events)\*\*, Gymnastics (approx. 5 events)\*, and Softball (approx. 30 events)\*\*

Team Orthopedic Physician 2: Women’s Basketball (approx. 17 events)\*, Soccer (approx. 11 events)\*, and Men’s and Women’s Track & Cross Country (approx. 14 events)\*\*

Team Orthopedic Physician 3: Men’s Basketball (approx. 17 events)\*, Volleyball (approx. 14 events)\*\*, Swimming and Diving, Men’s and Women’s Tennis, Men’s and Women’s Golf, Spirit Squad, and any additional sports later added by UA-AD.

Team Orthopedic Physician 4: Football (approx. 12 events)\*, Gymnastics (approx. 5 events)\*, Softball (approx. 30 events)\*\*, and Men’s and Women’s Track & Cross Country (approx. 14 events)\*\*

 \*denotes on site event coverage

\*\*denotes on site coverage that may be divided with the Team Primary Care group.

Each Team Orthopedic Physician shall be available to each athletic team to deliver expert medical care and provide direction to the UA-AD Sports Medicine Staff. Athletic team assignments are subject to change at any time upon written notice from UA-AD and would include any additional athletic teams added in the future. If a designated Team Orthopedic Physician leaves during the Term of the Contract, the Contractor shall provide a replacement physician of equal training and experience. Team Orthopedic Physicians must be available to travel to preseason/postseason UA-AD athletic team tournaments and overseas travel upon UA-AD’s request. In emergency situations only, an on-call hospital physician may be utilized on rare occasions to cover an athletic team event; however, Contractor must notify the athletic trainer 24 hours in advance of the event if the designated Team Orthopedic Physician will not be able to cover the event.

**C(2) Education, Protocols & Privileges.**

* All Team Orthopedic Physicians shall stay current with state of the art trends in sports medicine and maintain all licensure, certifications and good standing with all hospital or surgical centers identified throughout the Term of any Contract.
* All Team Orthopedic Physicians shall successfully complete UA education and training for Title IX sexual assault awareness, reporting and prevention; sexual harassment and discrimination prevention and reporting; reporting suspected maltreatment of minors; and diversity, equity and inclusion.
* All Team Orthopedic Physicians shall establish, as applicable, well-rehearsed and venue-specific protocols and emergency action plans for diagnosis, prevention and treatment of sports-related injuries and illness (including without limitation concussions and other head and neck injuries, bone breaks and fractures, dislocations, sprains and soft tissue injuries) consistent with industry best practice medical standards and NCAA inter-association recommendations and guidance (including without limitation NCAA Concussion Safety Protocol and Catastrophic Injury and Death in Collegiate Athletes Checklists).
* All Team Orthopedic Physicians shall obtain privileges at hospitals utilized by UA-AD.

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

* Each Team Orthopedic Physician will be available for on-campus clinics on a weekly basis. Clinics will be held twice a week in Barnhill Arena on Tuesdays and Wednesdays. Clinics will be held in the Fred W. Smith Football Center 4 times a week during the football season (Sunday/Tuesday/ Wednesday/Thursday) and once a week out-of-season on Tuesdays. Clinics will be held once a week in the Basketball Performance Center on Thursdays.
* The UA-AD will work to ensure that office space at UA-AD contains internet access, including wireless capabilities.

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

* Each Team Orthopedic Physician shall be available to provide annual physical exams, as coordinated in conjunction with the UA-AD’s Sports Medicine Staff.
* Mid-Level Practitioner may assist with physicals, but the Team Orthopedic Physician must perform and sign off on all student-athlete physicals.
* Physical protocol will be agreed upon by the Team Orthopedic Physicians and UA-AD head athletic trainers.

**C(5) Laboratory Services.**

* Contractor shall provide prompt turnaround on laboratory services (no later than 24 hours) and STAT testing as necessary.
* Esoteric tests not performed by the local lab service shall be coordinated with a reference lab.

**C(6) Radiology Services.**

* Preference as to radiology test scheduling, as well as off-time scheduling including nights and weekends, will be provided by the Contractor within 24 hours of requested appointment.
* Out-patient results and same day interpretation will be coordinated by a designated physician.
* Contractor shall provide primary call availability for interpretation of other tests.

**C(7) Medical Dictation.**

* Within 5 business days, Contractor shall provide clear and concise dictated notes as required by UA-AD Sports Medicine Staff to deliver appropriate level of care and for sufficient documentation of treatment in student-athlete’s medical file at the UA-AD.
* Contractor shall provide accurate and complete documentation and communication between the UA-AD Sports Medicine Staff, other physicians serving the UA and UA’s student-athletes.

**C(8) Medical Billing.**

* Contractor must devote or dedicate an employee whose job function, among other things, will be to pre-certify or confirm coverage for all medical, hospital or surgical services for UA-AD student-athletes (“Insurance Coordinator”).
* Insurance Coordinator shall provide UA-AD with access to all documentation and reports requested by UA-AD for copying and review to facilitate the provision, payment and accounting of all medical, hospital and surgical services to UA-AD student athletes.
* Contractor must provide full funding of an Insurance Coordinator housed in UA-AD facilities who will provide services as the claims administrator and work to maximize reimbursement from primary insurance and will have access to the billing system.
* Insurance Coordinator will provide services as the claims administrator and work to maximize reimbursement from primary insurance for all medical bills including bills and charges from outside providers.
* The Insurance Coordinator must be available during reasonable business hours to consult with UA-AD personnel and student-athletes regarding payment issues or claims submission.
* UA-AD will provide office space and furniture for the Insurance Coordinator.
* UA-AD will provide personnel assistance and work space for Insurance Coordinator. Contractor will work with other physicians serving UA-AD to provide and coordinate the functions of the Insurance Coordinator.
* Contractor must submit bills to the UA-AD within 120 days of service to obtain full payment of the medical bill. Any bill submitted to UA-AD after this period is subject to a write off at 100%.
* Contractor must accept assignment of benefits from student-athletes for any individual and/or group health benefit contracts or plans adopted by the UA-AD which shall be subject to any resulting Contract, including, without limitation, insurance policies, administrative services only agreements, benefit services only agreements, third party administrator agreements, multiple employer trusts, pre-paid plans, competitive medical plans, governmental programs and self-insured plans and trusts, and any individual or group health contract or plan otherwise available to a student-athlete even though the same is not affiliated with or adopted by UA-AD.
* Contractor must accept assignment of benefits from student-athletes for any plan that Contractor otherwise participates in during the normal course of business and comply with the billing and claim submission procedures set out herein and as otherwise provided under the “Maximum Fee Schedule” set forth in Attachment B.

**C(9) Priority Status.**

* Office appointments shall be provided to all student-athletes within 24 hours of request of service by UA-AD Sports Medicine Staff.
* Contractor will provide an X-ray technician who will be available to provide services for all home football games.

**C(10) Quality and Continuity of Care.**

* All Team Orthopedic Physicians shall provide first-rate medical treatment and care to student-athletes on a highest priority basis.
* All Team Orthopedic Physicians shall work cooperatively with the UA-AD Sports Medicine Staff and other physicians serving the UA-AD.
* The student-athlete’s care shall be directed by the respective Team Orthopedic Physician who will be available for follow-up care and for consultation regarding the student-athlete’s post-injury status.
* All Team Orthopedic Physicians shall be available by phone for immediate consultation with UA-AD’s Sports Medicine Staff.
* All Team Orthopedic Physicians shall work closely with the UA-AD Sports Medicine Staff and the other physicians serving the UA-AD.
* Contractor shall develop a quality assessment, assurance and improvement program in conjunction with the UA-AD Sports Medicine Staff to monitor outcomes of student-athletes and constantly improve UA-AD delivery of care to the UA-AD student-athletes.
* Contractor shall cooperate with UA-AD to objectively monitor and evaluate the quality of medical services provided by Contractor to UA-AD student-athletes under any resulting Contract, including, but not limited to, availability, accessibility, acceptability, privacy, response times of requested care, scheduling, waiting times, follow-up care and general continuity and quality of overall care.
* Contractor shall investigate and respond immediately to all issues related to medical services provided to UA-AD student-athletes and the working relationship with UA-AD staff.
* Contractor will remedy, as soon as reasonably possible, any condition that has been determined by UA-AD, or any governmental or accrediting agencies, to be unsatisfactory.
* Contractor will remedy, as soon as reasonably possible, any condition related to patient care that has been determined by UA-AD, or any governmental or accrediting agencies to be unsatisfactory.
* UA-AD, Contractor and all Team Orthopedic Physicians shall work together to continuously improve the services provided to UA-AD student-athletes and to resolve problems related to the provision of medical services.
* Contractor shall provide UA-AD access to all patient care protocols, policies, and procedures, and any modifications, upon request.
* Contractor shall assign a Team Orthopedic Physician to be on-call 24 hours a day, 7 days a week, to address any student-athlete emergency room care issues.

**C(11) Specialists.**

* Team Orthopedic Physicians will work with the UA-AD to develop a team of specialists when referrals are recommended.

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

The UA-AD desires to identify and select first-class hospital and surgical services to UA student-athletes at conveniently located medical care facilities and/or surgery centers (“Facilities”) that are focused on the following:

* Orthopedic, general medical and spine care;
* Emergency room care, outpatient and inpatient surgery services;
* Lab services;
* Pathology services;
* Radiology department which offers MRI, CT scan, Ultrasound and X-ray services; and
* Patient privacy and confidentiality of medical care for all student-athletes.
* Ability to provide readily available and accessible hospital and surgical services to UA-AD student-athletes on a “first and highest priority” basis without delays in terms of wait times or scheduling of appointments while maintaining consistent professionally recognized standards of practice.

**D(2) Confidentiality of Medical Care:**

* Patient privacy and confidential care and treatment are paramount in the treatment of UA-AD student-athletes to avoid unlawful dissemination of information for gambling and other purposes related to student-athlete treatment and unwanted social media or other exposure that may violate the student-athlete’s patient rights.
* Ability to provide a private waiting area to ensure the highest patient privacy and confidential care and treatment of student-athletes without concern for social media or other unwarranted exposure of health information or treatment.

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

* Contractor shall, through licensed professionals and other staff, provide to UA-AD hospital and surgical services that are authorized or are emergency services.
* Contractor shall be available to provide hospital and surgical services 24 hours per day, 7 days per week.
* Contractor shall make emergency hospital and surgical services available to all UA-AD student-athletes on a “first and highest priority” basis.

**D(4) Laboratory Services:**

* Contractor shall provide prompt turnaround on laboratory services (no later than 24 hours) and STAT testing as necessary.
* Esoteric tests not performed by the local lab service shall be coordinated with a reference lab.

**D(5) Radiology Services:**

* Contractor shall schedule convenient radiology services on a priority basis accommodating to the student athlete and UA-AD Sports Medicine Staff within 24 hours of the request for service.
* All reading and reporting for MRI, CT scans, Ultrasound and X-ray results shall be provided within 24 hours of the test performance.

**D(6) Medical Dictation:**

* Within 5 business days, Contractor shall provide clear and concise dictated notes as required by UA-AD Sports Medicine Staff to deliver appropriate level of care and for sufficient documentation of treatment in student-athlete’s medical file at the UA-AD.
* Contractor shall provide excellent documentation and communication between the UA-AD Sports Medicine Staff, other physicians serving the UA and UA’s student-athletes.

**D(7) Medical Billing:**

* Contractor must devote or dedicate an employee whose job function, among other things, will be to pre-certify or confirm coverage for all medical, hospital or surgical services for UA-AD student-athletes (“Insurance Coordinator”).
* Insurance Coordinator shall provide UA-AD with access to all documentation and reports requested by UA-AD for copying and review to facilitate the provision, payment and accounting of all medical, hospital and surgical services to UA-AD student athletes.
* Contractor must provide full funding of an Insurance Coordinator housed in UA-AD facilities who will provide services as the claims administrator and work to maximize reimbursement from primary insurance and will have access to the billing system.
* Insurance Coordinator will provide services as the claims administrator and work to maximize reimbursement from primary insurance for all medical bills including bills and charges from outside providers.
* The Insurance Coordinator must be available during reasonable business hours to consult with UA-AD personnel and student-athletes regarding payment issues or claims submission.
* UA-AD will provide office space and furniture for the Insurance Coordinator.
* UA-AD will provide personnel assistance and work space for Insurance Coordinator. Contractor will work with other physicians serving UA-AD to provide and coordinate the functions of the Insurance Coordinator.
* Contractor must submit bills to the UA-AD within one hundred twenty (120) days of service to obtain full payment of the medical bill. Any bill submitted to UA-AD after this period is subject to a write off of 100%.
* Contractor must accept assignment of benefits from student-athletes for any individual and/or group health benefit contracts or plans adopted by the UA-AD which shall be subject to any resulting Contract, including, without limitation, insurance policies, administrative services only agreements, benefit services only agreements, third party administrator agreements, multiple employer trusts, pre-paid plans, competitive medical plans, governmental programs and self-insured plans and trusts, and any individual or group health contract or plan otherwise available to a student-athlete even though the same is not affiliated with or adopted by UA-AD.

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

* Communicate effectively and efficiently with UA-AD Sports Medicine Staff and UA student-athletes.

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

* Ability to provide comprehensive, convenient, timely, first-rate and state-of-the-art medical and health care, hospital and/or surgical center services to UA-AD student-athletes at cost efficient rates.
* Ability to provide hospital services 24 hours per day, 7 days per week.
* Contractor shall provide readily available and accessible hospital and surgical services to UA-AD student-athletes on a “first and highest priority” basis without delays in terms of wait times or scheduling of appointments while maintaining consistent professionally recognized standards of practice.
* Contractor shall develop, in conjunction with UA-AD Sports Medicine Staff, a quality assurance program to monitor outcomes of UA student-athletes.
* Contractor shall work to constantly improve delivery of care to UA student-athletes.
* Quality indicators may include but are not limited to the measure of response times of requested care, effectiveness of treatment and outcomes, follow-up care, ongoing communication with patient and UA-AD Sports Medicine Staff, professionalism, cleanliness, waiting times (if any) in the emergency department, and return-to-play protocols to insure safe and appropriately accelerated return to play.

**D(10) Priority of Care:**

* Contractor shall ensure that hospital and surgical services provided are readily available and accessible, provided on a “first and highest priority”, without delays in terms of wait times or scheduling of appointments and consistent with professionally recognized standards of practice and the practice guidelines required by physicians, health care providers, medical staff and athletic trainers serving the UA-AD and its student-athletes.

**D(11) Specialists:**

* Contractor will work with UA-AD to develop a team of specialists when referrals are necessary.

**E. Term and Termination.** The term of any resulting Contract shall be for a period of 7 years beginning on January 1, 2021, ending December 31, 2027, with an option for UA-AD to extend the Contract up to an additional 3 years (“Term”).

**F. Proposals.** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the UA-AD to determine the respondent’s overall qualifications. It is the intent of UA-AD to award a Contract to the respondent deemed to be the most qualified and responsible who submits the best overall proposal based on an evaluation of all Proposals, as determined in the complete and sole discretion of UA-AD. UA-AD reserves the right to award Contracts to multiple providers if this is in the best interest of UA-AD and its student-athletes.

**G. All Elements Valued/Negotiation Right Reserved.** UA-AD places a value on all elements of this RFP. As such, after evaluation of proposals and selection of the Contractor, UA-AD reserves the right to further negotiate with the selected Respondent on any or all elements, and to award a Contract at any time within 120 days after Proposals are opened.

**H. Multiple Awards Possible.** UA-AD reserves the right, in its sole discretion, to award Contract(s) to the Respondent(s) that provide the best offering for UA-AD and its student-athletes including the possibility of multiple awards.

**I. Basis of Award.** A Respondent’s Proposals will be evaluated based on each Respondent’s qualifications and relevant experience with similar work. All Proposals will be evaluated by the Campus Selection Committee.

**J. Outreach.** UA-AD recognizes the importance of promoting economic growth in the communities it serves and therefore encourages the involvement of small and emerging businesses in every aspect of the execution of all services covered by this RFP.

**K. Evaluation & Acceptance Of Proposals.** UA-AD reserves the right to reject any and all Proposals, to amend the RFP and the RFP process, and to discontinue or re-open the process at any time without recourse or liability to any Respondent.

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

**A. The University of Arkansas.**

The University of Arkansas located in Fayetteville, Arkansas (“UA”) is the flagship campus of the UA System and is a comprehensive doctoral-level research institution. Its mission is to advance the intellectual and social condition of the people of the State through programs of teaching, research, and service**.** The enthusiasm and affinity for the UA extends far beyond the campus. There are more than 130,000 living UA alumni all over the world, with 35 active alumni chapters of the UA worldwide. Approximately 42,430 alumni, parents and friends contributed to the UA in the past 12 months.

**B. Razorback Athletics.**

The UA-AD continues to fulfill its mission of supporting more than 465 student-athletes in the classroom, in personal development and on the fields of competition. As a member of the National Collegiate Athletics Association (“NCAA”) and the Southeastern Conference (“SEC”), the Razorbacks consistently compete and win in the nation’s best conference while proudly representing the UA and the entire state.

The UA-AD has 19 varsity sports programs including 11 women’s and eight 8 men’s sports. Women’s sports currently include basketball, cross country, golf, gymnastics, indoor track and field, outdoor track and field, soccer, softball, swimming and diving, tennis, and volleyball. Men’s sports include baseball, basketball, cross-country, football, golf, indoor track and field, outdoor track and field, and tennis. UA-AD also provides services to the UA Spirt Squads which currently includes the UA Cheer, Pom and Mascot teams, which includes approximately 75 squad members on an annual basis.

**III. CRITERIA TO EVALUATE PROPOSALS**

**A. Criteria.** Criteria to be utilized in the selection process are listed in detail in Attachment A: Evaluation and Selection Process.

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

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

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

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

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

**G. Exceptions to RFP Specifications.** All Respondents must include with their response any exceptions or enhancements to the RFP specifications. It will be assumed by the UA-AD that Contractor accepts all terms and conditions as presented within the RFP unless specific exceptions are clearly stated within the written response.

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

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

**IV. PROJECTED TIMELINE.**

1. **Dates and Activities.**

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

September 2, 2020 RFP released

September 7, 2020 4:00 PM CST – Last date/time UA-AD will accept questions from prospective Respondents

September 9, 2020 Last date UA-AD will issue an Addendum with responses to questions from prospective Respondents

September 16, 2020 Proposals due no later than 2:30 p.m. 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.**

September 29 - Presentations and facility tours may be requested and scheduled by

October 20, 2020 UA-AD

November 1, 2020 UA-AD to make decision(s) and negotiate with Respondents

January 1, 2021 Services to commence

**B. Distributing Organization.** This RFP is issued by the Office of Business Affairs at UA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

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

Stephanie Haase-Good

 Procurement Coordinator

 Office of Business Services

 Email: shaase@uark.edu

 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.

**C. Submissions and Public Opening.** Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, University of Arkansas, 1125 W. Maple, Fayetteville, Arkansas, 72701, at 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 and three (3) signed copies of their response.** Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

 University of Arkansas

 Business Services

 Administration Bldg, Rm 321

 1125 W. Maple St

 Fayetteville, Arkansas 72701

One copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on two (2) USB Flash drives** (labeled with the Respondent’s name and the Bid Number), readable by UA-AD, 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.

**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.

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.

**D. Services Commence.** The successful Contractor must be prepared and start providing Medical Care Services on January 1, 2021. Nothing herein shall be construed to prevent UA-AD from discontinuing, temporarily or permanently, any teams or sports.

**E. Period of Firm Proposal.** All prices and terms for the proposed services must be kept firm for at least 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 120 days.

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

**G.** **Contract Negotiation.** UA-AD will begin negotiations with the top-ranked Respondent(s) as recommended by the evaluation committee. Any final Contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Respondent’s offer and contract negotiations if accepted by UA-AD. UA-AD may add to or amend any item or condition of the sample Contract prior to final acceptance by both parties. Negotiations will continue with one or more Proposals until such time as a Contract is agreed upon or until UA-AD rejects any or all Proposals. UA-AD reserves at any time during the negotiations process to:

* Schedule additional negotiation sessions with any or all Respondents;
* Require any or all Respondents to provide additional or revised detailed written proposals addressing specific topics or issues;
* Require any or all Respondents to provide a best and final offer;
* Require any or all Respondents to address services, prices, or conditions offered by any other Respondent;
* Pursue a Contract with one or more Respondent for the services encompassed by this RFP, any addenda thereto and any request for additional or revised detailed written Proposals or request for best and final offers;
* Pursue the division of Contracts between Respondents by service provided;
* Arrive at any agreement with a Respondent, finalize contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents;
* Decline to conduct further negotiations with any Respondent;
* Reopen negotiations with any Respondent; and
* Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

UA-AD has sole discretion in deciding whether and when to take any of the foregoing actions, the Respondent(s) affected and whether to provide concurrent public notice of such decision.

**V. GENERAL REQUIREMENTS OF ALL RESPONDENTS.**

**A. Quality of Services.** 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. The selected providers of medical care services understand and agree that they will be working at an institution of higher learning, and they will be required to conduct themselves in a manner that is commensurate with that environment. The selected Contractor and its providers shall do all things reasonably necessary or required by UA-AD to maintain the highest standard of quality and management for the services outlined within the Contract. Contractor must furnish good, prompt, effective, and efficient services, adequate to meet all reasonable demands. The proposal details the expectations for service standards by the selected Contractor and its providers. Providers shall be expected to meet or exceed the standard of care for medical care services in the context of sports medicine to ensure that all student-athletes receive the highest quality and continuity of care. Contractor shall also notify UA-AD immediately of any changes in operation, emergency conditions or factors that may significantly affect medical services provided to any UA-AD student-athlete. Contractor shall also notify UA-AD promptly of any material change in ownership, control, corporate status, name, location, tax identification number or Medicare number.

Further, Contractor recognizes that failure to perform hereunder may cause UA-AD financial or reputational harm, damages to UA-AD and/or its student-athletes, or require UA-AD to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon services to UA-AD or its student-athletes at the high quality, times or in the manner specified in this RFP or any resulting Contract, or for the duration required hereunder, shall constitute a breach of any Contract between Contractor and UA subject to termination.

**B. Contractor’s Expense.** Contractor, at its expense, shall furnish all equipment, products, labor, tools, supplies, transportation, insurance, permits, licenses and any other expenses necessary to fully perform all aspects and phases of this RFP.

**C. UA-AD Office Space.** UA-AD agrees that it will make UA-AD office space reasonably available, as is, where is, to Contractor for the purposes of the Contract.

**D. Staffing.** In addition to the staffing requirements set out elsewhere, the following requirements apply. All Providers and staff will be employed and adequately supervised by Contractor. Contractor agrees that it shall hire, train, supervise and regulate all persons employed or subcontracted by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and professional service required and customarily followed in the conduct of similar operations. At all times during the Term of any resulting Contract, all Providers and employees must maintain a clean, neat, professional and orderly appearance and their equipment must also be in good condition at all of the premises locations. This includes all equipment, fixtures, and personal property thereon. The Contractor shall be responsible for the conduct of its Providers, officers, employees, staff, volunteers, subcontractors, vendors, guests and representatives including, without limitation, training and informing them that compliance with all applicable UA polices is required and that profanity, boisterous or rude conduct, intoxication, and offensive or disrespectful behavior toward staff, student-athletes, spectators and administration is impermissible and will not be tolerated. Should the UA-AD receive complaints about such behavior or conduct, it shall promptly notify the Contractor, and the Contractor shall promptly resolve any such complaints, including, without limitation, removing or replacing any individual whose conduct is the basis of the complaint if the problem is not promptly cured. All Providers, officers, employees, staff, volunteers, subcontractors, vendors, guests and representatives will act with professionalism and good decorum that reflects positively on the Arkansas Razorbacks, UA, UA-AD, and the State of Arkansas at all times during the term of the Contract, including, but not limited to, time periods when the providers are not on campus or travelling with any athletic teams.

UA-AD reserves the right, at all times, to require the immediate removal of any of Contractor’s Providers, officers, employees, staff, volunteers, subcontractors, vendors, guests and representatives who UA-AD feels is inappropriately conducting himself/herself while performing the services associated with the Contract.

**E.**  **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, 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.

**F.** **Licensure, Certification and Accreditation.** Contractor shall warrant that all Providers are, and shall be at all times during the term of the Contract, properly certified, licensed, qualified, and in good standing in accord with all applicable local, state and federal laws and in accord with Contractor’s medical staff bylaws pertaining to the provision of healthcare services within its facilities. Providers shall meet applicable requirements under the Medicare programs. Providers shall only provide medical services within the scope of their training and experience. Upon request, Contractor shall provide satisfactory documentary evidence of such licensure, certification and qualifications.

Contractor and each of its Facilities shall be, and shall remain throughout the term of any resulting Contract and any extension thereof, duly licensed by the state of Arkansas, accredited by the Joint Commission on the Accreditation of Healthcare Organizations (“JCAHO”), and certified by the Medicare programs under Title XVIII of the Social Security Act. Contractor shall provide documentary evidence of its licensure, certification and accreditation prior to execution of any Contract, upon any change in licensure, certification, or accreditation, and on an annual basis, if requested. Contractor shall provide written notification to UA-AD within five (5) working days of the initiation of any legal, accreditation agency, regulatory or governmental action that has more than a minimal likelihood of materially affecting Contractor’s ability to perform its obligations hereunder. Contractor shall inform UA-AD of any incident at any Facility that may materially affect Contractor’s performance of its obligations under any Contract. Upon request, Contractor shall provide UA-AD with copies of survey reports, investigations, assessments, formal evaluations, or citations of Contractor by any governmental agency that regulates Contractor, by JCAHO, or by any other applicable accrediting organizations.

**G. Laws, Ordinances, Rules, Regulations, and Licenses.** The selected Contractor shall observe and obey all laws, ordinances, regulations and rules of the UA, UA-AD, and the federal, state and local government, which may be applicable to the operations outlined within the Contract, including the Americans with Disabilities Act, as well as all applicable medical standards of care.

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

**I. Indemnification.** Successful Respondent(s) or Contractor(s), at their sole cost and expense, shall assume all liability for and agree to indemnify and hold harmless UA-AD and its current and former trustees, officials, representatives, students, volunteers and employees in their official and individual capacities, from and against any and all loss, damage, claims, liabilities, expenses, costs, awards, fees and attorney’s fees, by or on behalf of any person, firm, corporation, or governmental authority arising out of, attributable to, related or in connection with any of the services, activities, operations or obligations provided for, undertaken, delivered, performed, or otherwise conducted pursuant to or in accordance with this RFP or any resulting Contract, including, without limitation, any and all acts and omissions of Contractor or any of its Providers and employees, volunteers or agents when rendering medical services to UA-AD student-athletes or any and all claims for medical negligence, injury or death to persons or damage to property. Contractor shall defend, at its sole cost and expense, by counsel approved by UA-AD, any and all such claims; provided, however, that the UA-AD’s in-house counsel may participate in any such defense at UA-AD’s sole cost and expense. It is understood and agreed by the parties that this indemnification obligation is in no way intended to reduce or eliminate any insurance coverage maintained by Contractor, and that UA-AD shall be entitled to indemnification from Contractor only for loss, damage, claims, liabilities, expenses, costs, awards, fees and attorneys’ fees in excess of the applicable insurance policy limits or arising from uninsured events or occurrences. This duty of indemnification shall survive the expiration or termination of any Contract. Further, Contractor shall assume full responsibility for payment of any and all applicable federal, state and local taxes, license fees or other levies or assessments imposed by said governmental entities, including but not limited to, sales tax, contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws, with respect to the selected providers and other employees engaged in the performance of any Contract.

**J. Non-Discrimination.** The selected Contractor agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, age, gender, religion, national origin, marital or parental status, gender identity or sexual orientation in any manner prohibited by the laws of the United States, the State of Arkansas or the policies of the UA.

**K. University of Arkansas Rules.** UA-AD shall have the right to, and may adopt and enforce, reasonable rules and regulations with respect to the use of premises at UA and related facilities, which the selected Contractor agrees to observe.

**L. Insurance.** The insurance requirements in the proposal are the minimum acceptable coverage for the work to be performed as the result of the proposal. Prior to completing the Proposal, it is the responsibility of the Contractor to verify compliance of its insurance coverage with the following requirements. If Contractor submitting the Proposal does not carry the specified insurance, it is Contractor’s responsibility to obtain pricing to meet these requirements prior to submitting the Proposal. Contractor shall procure and maintain, at Contractor’s expense, the following minimum insurance coverage’s for the period of the Contract:

* Worker’s Compensation: As required by the State of Arkansas.
* Comprehensive General Liability: No less than $5,000,000 per each occurrence and $10,000,000 annual aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability: No less than $1,000,000 combined single limit coverage each occurrence for bodily injury and property damage.
* Umbrella Policy: No less than $5,000,000 limit of liability per occurrence.
* Professional Liability Insurance: No less than $ 1,000,000 per occurrence and $ 10,000,000 annual aggregate for each medical provider; Medical Malpractice Insurance: As required by the State of Arkansas

Certificates evidencing the effective dates and amounts of such insurance must be provided to UA-AD at the commencement of the Contract, and on each subsequent anniversary date of the commencement of the Contract. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas, and shall provide that policies may not be cancelled except upon 30 days prior written notice to UA-AD. Failure to file certificates shall in no way relieve the Contractor of their responsibility for maintaining adequate insurance.

In the event Contractor procures a claims-made policy as distinguished from an occurrence policy, Contractor shall procure and maintain, prior to termination of such insurance, continuing “tail” coverage, and shall provide a certificate of such insurance coverage to UA-AD, if requested. Contractor shall immediately notify UA-AD in writing of any material changes in its professional liability insurance coverage. UA-AD shall be named as an additional insured on any policies issued in the following manner: “Board of Trustees of the University of Arkansas, its Trustees, officials, representatives, employees, trainers, and student-trainers”.

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

**N. Prohibited Products.** No illegal products and/or tobacco may be sold or used on UA property as part of this Contract.

**O. Funding Out Clause.** If, in the sole discretion of UA-AD, funds are not allocated to continue this Contract, or any activities related herewith, in any future period, during the term of a Contract, then UA-AD 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.

**P. Termination.**  The Contract awarded in response to this RFP may be terminated by either party by giving the other not less than 180 days written notice to terminate as of the date specified. UA-AD shall also have the right to immediately terminate any resulting Contract for cause at any time, without notice for the following reasons: (a) if Contractor fails to purchase or maintain the policies of insurance as required herein; (b) if Contractor is subject to an action to restrict, suspend or revoke any license, certification or authorization required to perform any duties hereunder; (c) if Contractor fails to conform to the utilization standards and norms as established by UA-AD; (d) breach of any term or condition of the RFP or any resulting Contract or failure to provide medical services to all UA-AD athletic student-athletes and teams in accordance with the terms of this RFP or any resulting Contract in the manner, time, place or duration specified; and (e) if in its sole discretion and without recourse or liability, UA-AD determines that Contractor, or its Providers, officials, employees, volunteers, subcontractors or guests, have contributed or might have contributed to an actual or potential violation of NCAA or SEC rules or regulations; failed to comply with UA Policy, local, state or federal law; is subject to an indictment, arrest, or conviction for a felony or for any criminal charge related to the practice of medicine; or engages in conduct or activities which are unbecoming of a person holding such a position of trust and responsibility, inconsistent with the policies of UA-AD, or is likely to subject UA-AD, its Trustees, campuses, officials, employees, students or representatives to derision, disparagement, embarrassment or reflect negatively upon UA-AD.

Upon termination of any resulting Contract, Contractor shall continue to provide medical services to UA-AD student-athletes under the care of Contractor at the time of termination, until the medical services being rendered are completed and the student-athlete is discharged, unless UA-AD makes reasonable and medically appropriate provisions for the assumption of such medical services by another provider, hospital or healthcare facility. The terms and conditions of such resulting Contract will continue to apply to any medical services provided to each such UA-AD student-athlete until discharge or transfer. If this the Contract is terminated, Contractor shall act in such a manner as to facilitate UA-AD’s or any new provider, hospital or healthcare facility’s assumption of medical services.

In the event of Contractor’s insolvency or other cessation of operations, Contractor and its Providers will continue to provide medical services to UA-AD student-athletes, at the level of care stated in any resulting Contract, through the period for which premiums have been paid, and continue to provide medical services to UA-AD student-athletes confined in Contractor’s facilities on the date of insolvency or other cessation of operations until their discharge.

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

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

**S. Contractor’s Employees and Agents.**  Contractor shall be responsible for the acts of its employees, subcontractors, volunteers and agents while performing services pursuant to the Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on UA’s premises.

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

**U. NCAA and SEC.** Contractor, its officers, employees, subcontractors, agents and guests, as well as all Providers, 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. In its sole discretion and without recourse or liability, UA-AD may terminate any resulting Contract upon an institutional determination or finding that an actual or potential violation of NCAA or SEC rules or regulations occurred or might have occurred based upon the actions of the Contractor, its officers, employees, volunteers or agents. Contractor, its officers, employees, subcontractors, agents and guests, as well as all Providers, further acknowledge and agree to the following:

* Receipt of any extra benefit by a student-athlete will jeopardize the student-athlete’s athletic eligibility and that they will not provide any student-athlete or prospective student-athlete any extra benefit, including without limitation, cash, loans of money or use of credit cards; special discounts and credit; meals; free or reduced cost service; entertainment services; transportation or the use of a vehicle, etc.
* NCAA bylaw 12.5.2.1 prohibits the use of a student-athlete’s likeness to promote a commercial product or service of any kind and shall not use any individually identifiable likeness in connection with any commercial advertisements, promotions, distributions or sales of any products or services.
* They will report through the appropriate individuals on UA-AD’s campus, any and all knowledge of suspected violations of any NCAA legislation regarding involving or related to the UA.
* They have a continuing obligation to report any and all suspected violations of NCAA or SEC bylaws, rules, and regulations to the Compliance Office.
* They are prohibited from wagering on any collegiate sporting or athletic event and strictly prohibited from exerting, attempting to exert, or conspiring to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate any outcome of any sporting or athletic event or the final outcome of any sporting or athletic event, in relation to gambling.
* They are prohibited from disseminating, utilizing, or permitting others to disseminate or utilize, non-public confidential information regarding a UA student-athlete or athletic team for the purposes of gambling.
* To the extent they have access to or receive information related to any UA student-athlete or student health, medical or education records, they agree to hold such information in strict confidence and shall not use or disclose such information except as expressly authorized in writing by the UA-AD or as required by law.
* They will abide by the limitations on use and re-disclosure of education records set forth in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and 34 CFR Part 99.

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

**W. No Assignment and Sublicensing.** Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA-AD. This obligation includes the requirement that the dedicated Team Physician assigned to a sport or sports be the physician that performs the obligations of the Contract in-person, not through a resident or other staff member.

**X.** **Miscellaneous.** Any Contract entered into between the parties is not an exclusive agreement. Contractor and UA-AD may enter into similar agreements or MOUs with other parties. UA-AD reserves the right to arrange for any services for its student-athletes from any other physician or medical or health care provider, facility, hospital or surgical center, at any time.

**ATTACHMENT A:**

**EVALUATION AND SELECTION PROCESS**

It is the intent of the UA-AD 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 Proposals. Selection shall be based on UA-AD assessment of the Respondent’s ability to provide state-of-the-art, first-rate health care services at cost efficient rates for student-athletes, as determined by the evaluation committee. UA-AD 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-AD. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for whatever reasons), UA-AD may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. **Complete/Thorough Proposal (10 points)**

Respondent shall be eligible to receive up to 10 points for this category. Points shall be assigned based on factors within this category, to include but are not limited to:

* Demonstrated understanding of the nature of the project and standards of medical care required for student athletes competing in a Division I FBS program at the highest level of college athletics, and methods of meeting scope of medical services required.
* Respondent’s compliance with all requirements of the RFP specifications.
* Respondent’s proposed commitment to its relationship with UA-AD and UA’s student-athletes.
* Detailed proof of all requested relevant experience, qualifications and specified services.
* Detailed information describing the manner in which the Respondent plans to discharge its responsibilities, including details of the staffing plan for all operations with an organizational chart identifying the Medical Director and describing the proposed organizational structure and duties of each Provider.
* Clearly identify any service identified in the RFP that your firm will not be able to provide.
1. **Respondent Qualifications (30 points)**

Respondent shall be eligible to receive up to 30 points for this category. Points shall be assigned based on factors within this category, to include but are not limited to:

* Respondent overview.
* Detailed information on all key medical service providers that will be providing service to UA-AD (including without limitation all names, bios, license numbers and dates, business addresses, phone and fax numbers, resumes, curriculum vitae, honors, awards, relevant hospital privileges, related experiences for all appropriate individuals, disclosure of any medical license suspensions or terminations in any jurisdiction).
* Relevant sports medicine experience with treatment and care of elite intercollegiate student-athletes competing at the highest level of college athletics.
* Demonstration of Respondent’s prior successful experience with treatment and care of elite intercollegiate student-athletes.
* History and past performance providing treatment and care to UA student-athletes, if any.
* Demonstration of Respondent’s ability to accomplish the scope of services detailed in this RFP.
* Ability to provide affordable, comprehensive, convenient and timely, first-rate medical treatment and care to elite intercollegiate student-athletes.
* Contractor must have an acceptable history of working proactively to avoid litigation. Provide specific information, including amounts and a brief description of claims, on all litigation settled or judgments entered within the last 5 years, and civil judgments or criminal convictions for false claims within the last 5 years.
* With regard to Proposals for Facilities, Respondents should additionally provide and/or demonstrate: (a) Facilities tour and overview; (b) ability to provide comprehensive, convenient, timely, first-rate and state-of-the-art medical and health care, hospital and/or surgical center services to UA-AD student-athletes at cost efficient rates; (b) Respondents record of patient safety; (c) patient experience at Respondents Facilities; (d) timeliness of treatment and care; (e) effectiveness of treatment and care; (f) cleanliness of Facility; and (g) relevant Facilities certification, accreditation, citations and ratings.
1. **Financial Proposal (20 points)**

Respondent shall be eligible to receive up to 20 points for this category. Points shall be assigned based on factors within this category, to include but are not limited to:

* Adherence to all financial terms in the RFP and the pricing requirements stated in Attachment B—Maximum Fee Schedule.
* Itemized list of the costs that will be charged to UA-AD for any of the products or services listed in this RFP.
* Financial contribution to UA medical care support services, facilities, and/or equipment.
* Commitment to enter into UA-AD sponsorship or licensing agreement benefiting UA-AD and its student-athletes.

**D. Prioritization of Student Athlete Care (40 Points)**

Respondent shall be eligible to receive up to forty 40 points for this category. Points shall be assigned based on factors within this category as well as other factors pertaining to:

* Demonstration of commitment to ensure that all UA-AD student-athletes will receive readily available and accessible, first-rate hospital and surgical services on a “first and highest priority” basis without delays in terms of wait times or scheduling of appointments while maintaining consistent professionally recognized standards of practice.
* Ability to attend all specified athletic team events, clinics, physicals and provide the on-campus and 24/7 on-call medical, consultation, lab, radiology and insurance processing services requested in this RFP at the times, locations and in the manner and duration specified.
* Student-athlete patient references regarding the quality of care, outcomes, patient privacy, communication and interaction with the patient.
* With regard to Proposals for Facilities, Respondents should additionally demonstrate the ability to provide: (a) readily available and accessible hospital and surgical services to UA-AD student-athletes on a “first and highest priority” basis without delays in terms of wait times or scheduling of appointments while maintaining consistent professionally recognized standards of practice; (b) hospital and surgical services 24 hours per day, 7 days per week; (c) private waiting area to ensure the highest patient privacy and confidential care and treatment of student-athletes without concern for social media or other unwarranted exposure of health information or treatment; and (d) convenient location, access and availability to the student-athlete.

Respondent must clearly mark “Proprietary and Confidential” for any information that, if disclosed, would give a competitive advantage to the submitting party’s competitors. Failure of the Respondent to provide in its Proposal any information requested in this RFP may result in disqualification of his/her Proposal and shall be the responsibility of the Respondent.

**ATTACHMENT B**

**MAXIMUM FEE SCHEDULE**

Costs charged to the UA-AD would be based upon procedural charges related to the student-athlete’s treatment. Charges are subject to change as these are based upon Medicare allowable charges for non-insured athletes or commercial insurance agreements in the treatment of insured athletes. Said charges are based upon third party pay structures.

Non-insured Athletes:

1. Office Visits/Radiographs: Charge is not greater than 115% of the then current Medicare allowable charge.
2. Surgical Procedures: Charge is not greater than 130% of the then current Medicare allowable charge.
3. Co-Surgeon: Charge is not greater than 25% in addition to the sum total of full charge of surgical procedure at cost of not greater than 130% of the then current Medicare allowable charge.

Insured Athletes:

1. Contractor will bill the student-athlete’s insurance for services rendered and accept the payer’s contracted rate for service.
2. Remaining patient responsibility of insurance payments (co-payment, deductible, co-insurance, etc.) would be charged to the UA-AD based upon payer contracts.