



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION TO BID

**BID NAME AND NUMBER: BSV2716
PRIMARY STUDENT ATHLETE INSURANCE**

**BID OPENING TIME AND DATE:
July 11, 2022 2:00 p.m.**

**BUYER:
Susan Varble
sfvarble@uno.edu**

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

**Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6171
Fax: (504) 280-6297**

General Instructions to Bidders

1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids

Bids may be submitted in person or by mail. The mailing address is listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By

accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

12 Number of copies

Each bidder should submit one original response (clearly marked as original) and two (2) additional bid copies and one (1) digital copy.

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____ Bidder (Company Name)	_____ Mailing Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name	_____ Phone Number
_____ Title	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than **FOURTEEN (14)** calendar days prior to the opening of bids at noon CST. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES _____ NO _____

Specify Item Numbers:

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES _____ NO _____

Specifications

The University of New Orleans solicits bids for short term medical insurance coverage for University athletes with the following specifications.

The contract will be for the period: August 16, 2022 through August 15, 2023. Coverage will begin immediately upon award. There will be four consecutive one-year options to renew under the same terms and conditions if mutually agreeable. The contractor may request a price increase based on documented national premium rates, but may not be greater than 10% during any annual renewal period. The University reserves the right to approve or disapprove the price increase.

1. The price quotation proposal form provided with these specifications must be used. The Bid Signature page of the Invitation to Bid and the Proposal Form must be signed by the bidder.
2. Bidders should attach a minimum of three current university clients for Primary Health Insurance for Athletes.
3. Premiums should be quoted on a monthly basis. You **must** use the bid form.
4. All bids will be considered valid for a period of thirty (60) days from the date of bid opening.
5. Successful Provider shall be an authorized company licensed to do business in the State of Louisiana, with an AM Best rating of at least A+.
6. Coverage will be for the academic year or the calendar year depending on the sport. The estimated, but not guaranteed number of student athletes to be insured during a calendar year is listed below. For the purposes of this coverage, athletes shall be defined as members of the athletic teams, whether or not currently eligible to participate in NCAA competition. Coverage is on a month to month basis and can be canceled at the end of any monthly term. The following sports and approximate numbers may be included in coverage: Men's Baseball - 35, Men's Basketball - 15, Women's Basketball - 16, Men's Golf - 9, Women's Golf - 0, Men's Tennis - 7, Women's Tennis - 7, Men's Track & Field - 16, Woman's Track & Field - 18, and, Men's Swimming - 0, Indoor Volleyball - 15, Beach Volleyball - 10 .
7. This insurance will serve as primary insurance only. If a student has other coverage, this policy will not serve as secondary insurance.
8. The successful bidder shall provide the university with a copy of the master insurance policy within 30 days of award and prior to payment of premium.
9. **RISK MANAGEMENT INFORMATION:**
University of New Orleans Sports Medicine Staff consists of four certified Athletic Trainers, one Orthopedic Specialist, Strength and Conditioning Specialist, and General Medical Doctor. A trainer attends all home and away games for Men's & Women's Basketball, Baseball, and Volleyball. A doctor is present at all home Men's & Women's Basketball games. An orthopedic specialist travels with the Men's & Women's Basketball teams for NCAA Championship contests. The Athletic Department annually obtains insurance information for student-athletes, as well as conducts pre-participation physical examinations. Our orthopedic & medical doctor has Training Room Office hours weekly to address any needs of the athletes.

The University of New Orleans has agreements with a local hospital for discounted services for office visits, MRI, x-ray, and other hospital services as indicated.

Since this is not a group policy, no claim history is available. Applications are based solely on the individual's age, gender and whether he/she is a smoker.

10. BILLING PROCEDURES

All policies, enrollment cards and invoicing will be sent to the UNO Athletic Department, not to the individuals. Master billing or batched invoices are preferred, but not required. Payments are made monthly in advance. Premiums for the entire year or duration of coverage will continue to be paid on policies written during the term of this bid contract. The premium for an existing policy written during this period cannot change as long as it is kept continually in force up to one calendar year from the start date.

11. Coverage should be effective 12:01 am, the morning after enrollment.

12. Insurance should be provided to domestic and international athletes.

13. The plan must have the following minimum specifications:

Short-term medical plan:

Injury and Sickness Benefits

Available for at least 10 months at a time

Underwriting carrier: must be at least A- rated

Medical Maximum: \$100,000

Deductible: \$250 or less

Outpatient Miscellaneous Maximum per term: \$2,500

Physician Visit Co-pay:

In Network: 80% of Preferable allowance (PA) after a \$25 Co-Pay per visit

Out of Network: 60% of Reasonable & Customary Charge (R&C) after a \$25 Co-Pay per visit

Emergency Room Visit Co-pay (co-pay waived if admitted):

In Network: 80% of PA after a \$150 CP per visit

Out of Network: 60% of R&C after a \$150 Co-Pay per visit

Inpatient Expense:

In-Network: 80% of PA

Out of Network: 60% of R&C

Surgery Expense:

In-Network: 80% of PA

Out of Network: 60% of R&C

Intercollegiate Athletics Coverage:

80% R&C to \$15,000 after Deductible per policy term

Ambulance Services: \$500 per trip

Prescription Drugs:

Express-Scripts: 100% after \$10 Generic copay; \$15 Brand-name copay with a \$250 maximum per policy term

Medical Evacuation: \$25,000

Repatriation of mortal remains: \$10,000

Benefits Mandated by the State of Louisiana

The Policy pays benefits in accordance with any applicable Louisiana law. State-mandated benefits are listed below. Description of the mandates can be found in the Master Policy.

- Anesthesia and Hospital Charges for Dental
- Attention Deficit Hyperactivity Disorder
- Autism Spectrum Disorder
- Breast Reconstruction following Mastectomy
- Cancer Clinical Trials
- Cleft Lip and Cleft Palate Coverage
- Colorectal Cancer Screening
- Correctable Medical Condition on the basis of
- Diabetes
- Drugs in Treatment of Cancer
- Gynecological Care
- Hearing Aids
- Hearing Impaired Translator Services
- Immunizations for Dependent Child(ren)
- Licensed Marriage and Family Therapist
- Low Protein Food Products for Inherited
- Mammogram and Cervical Cancer Screening for Insured
- Maternity Coverage
- Oral and Intravenous Anticancer Medication
- Osteoporosis
- Prescription Drug
- Professional Ambulance Services
- Prostate Cancer Screening
- Prosthetic Devices and Prosthetic Services

Exclusions

Pre-existing conditions: Any Injury or Sickness for which the Insured was medically treated or advised by a Physician within the 6 month period immediately prior to the effective date of coverage under this plan.

This Policy does not cover Loss nor provide benefits for

1. Expenses that are not medically necessary, except as specifically provided.
2. Expenses payable under Medicare or Worker's Compensation coverage.
3. Expenses payable under any automobile insurance.
4. Injury or Sickness resulting from any declared or undeclared war, or any act thereof.
5. Infertility or sterilization treatments or procedures.
6. Attempted suicide or intentionally self-inflicted Injury.
7. Cost of programs, treatment or procedures for tobacco use cessation.
8. For Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drug or use of legal medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
9. Dental or orthodontia care, eye exams or glasses, hearing aids or sleeping disorders.
10. Cosmetic or reconstructive procedures, except as specifically covered.
11. Legend drugs or any over-the-counter medications or vitamins.
12. Experimental or investigational services.
13. Solid organs; anything caused by, contributed to or resulting from an organ transplant, including complications thereof.
14. Foot conditions (except in the case of injury), acne or varicose veins or treatment of obesity.
15. Services or supplies furnished or provided by an immediate family member.
16. Injury resulting from travel in or upon a snowmobile, ATV, personal watercraft, parachuting, hang gliding, skydiving, parasailing, scuba diving, skin diving, glider flying, sailplaning, racing or speed contests, mountaineering, rock wall climbing, rodeo or bungee jumping.
17. Any sports for pay or profit or participation in rodeo contests.
18. Medical care received outside the United States or its possessions in excess of the Foreign Travel Benefit.
19. Elective termination of pregnancy.
20. TMJ.

BID PROPOSAL FORM

You **MUST** quote the monthly price and minimum month requirement on this form. Not doing so, will be cause for disqualification.

Monthly Premium for Student Athletes \$_____

(Premium **must** apply to male and female, smoker and non-smoker, student athletes from ages 17 to 30.)

Minimum Requirement _____ months.

(May not exceed a 12 month period.)

PREMIUM DATA IS AS FOLLOWS:

2018-2019 – STUDENT ATHLETE ANNUAL - \$1,888.00 (FALL - \$787, SPRING - \$787)

2019-2020 – STUDENT ATHLETE ANNUAL - \$1,843.00 (FALL – \$768, SPRING - \$768, SUMMER - \$232)

2021-2022 – STUDENT ATHLETE ANNUAL - \$2,526.00 (FALL - \$1,052, SPRING - \$1,052, SUMMER - \$478)

ENROLLMENT DATA IS AS FOLLOWS:

2018-2019 – FALL 26, SPRING 29 (SPONSORED)

2018-2019 – FALL 7, SPRING 7 (UNSPONSORED)

2019-2020 – ANNUAL – 32 (3 SPRING, 2 SUMMER - SPONSORED)

2020-2021 – ANNUAL 28 (SPRING 9 -SPONSORED)

Note: Gallagher is the carrier.

Special Terms and Conditions

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from August 16, 2022 through August 15, 2023. Renewals will be from August 16th through August 15th of the remaining contract years. Contract shall not exceed sixty (60) months.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
4. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
5. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
6. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
7. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract

shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.