

STATE OF LOUISIANA

THE UNIVERSITY OF LOUISIANA MONROE

MONROE, LOUISIANA

A Member of the University of Louisiana System

INVITATION TO BID

FOR

Bid 41 – Secondary Aggregate or Zero Deductible Insurance

Coverage for Student-Athletes and Other Participants for

The University of Louisiana at Monroe Athletics Department

ISSUING AGENCY: The University of Louisiana Monroe

Purchasing Department

700 University Avenue, Coenen Hall 140

Monroe, LA 71209

DIRECTOR OF PURCHASING: Cheri Perkins

PROCUREMENT SPECIALIST: Shakeya Bennett

Telephone: 318.342.5208

Fax: 318.342.5218

REQUISITIONED BY: Rob Bernardi

Telephone: 318.342.3575

RELEASE DATE: August 25, 2023

DEADLINE FOR FAX INQUIRY: 318.342.5218

BID OPENING DATE: September 26, 2023

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: The University of Louisiana at Monroe

Purchasing Department

4014 Lasalle Street, Coenen Hall 140

Monroe, La 71209

NOTE: THIS SOLICITATION IS AS SEALDED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

**THE UNIVERSITY OF LOUISIANA AT MONROE**

**INFORMATION FOR BIDDERS AND STANDARD CONDITIONS**

**SECTION I**

1. **GENERAL INFORMATION**
   1. Address all inquiries and correspondence to the buyer at the phone and address as shown on cover page.
   2. Bids will be accepted in the Office of the Purchasing Department, Coenen Hall, Room 1-140, 700 University Avenue, Monroe, LA 71209-2250, until time and date as stated on cover page. Physical address for hand delivery is Coenen Hall 140, 4014 LaSalle Street, Monroe LA 71209.
   3. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other cause whatsoever.
2. **BID FORMS**
   1. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids in the following manner will not be accepted:
      1. Bid contains no signature indicating intent to be bound;
      2. Bid filled out in pencil; and
      3. Bid not submitted on the university’s standard forms.
   2. Bids must be received at the address specified in the solicitation prior to bid opening date and time in order to be considered. Telegraphic and Fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time. Entire bid should be returned, except item pages not bid.
3. **STANDARDS OF QUALITY**
   1. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer’s name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
   2. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
   3. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer’s published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.
4. **BID OPENING**

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the purchasing office of The University of Louisiana at Monroe. Bid tabulations may be secured only after written request.

1. **REJECTION OF BIDS**

Bids from bidders who have a documented history of providing substandard products and/or services will be rejected and returned unopened to the bidder.

1. **AWARDS**
   1. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
   2. The university reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
   3. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
   4. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.
2. **PRICES**
   1. Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
   2. The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices.
3. **Non-Installed Merchandise.** If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.
4. Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.
5. **Installed Merchandise**. All merchandise bid upon “installed” means that you are to deliver, be on hand to receive merchandise when it reaches our premises, uncrate or unpack, assemble and set in place ready for operation, and remove debris from site.
6. The only exception to this statement will be those of instances where installed merchandise comes onto the Campus and is of a nature that the freight line can handle the items involved without the aid of University personnel. In these instances we will allow the freight line to unload the merchandise at the proper site, and will then notify the proper vendor that the merchandise is on hand and ready for installation.
7. The shipment is to be consigned to your establishment in care of THE University of Louisiana at Monroe with notation on bills-of lading for the freight carrier to contact you, the vendor, before delivery. The University will take no part in the delivery of this merchandise except as noted above.
8. Should for any reason merchandise of a nature requiring additional unloading labor be delivered to our Campus without the vendor being here to receive the freight, the University will refuse to receive the freight and ask the freight line to contact the vendor to arrange for proper delivery. The University will not be responsible for re-delivery charges.
   1. Cash discounts will be considered and time will be counted for date of delivery at the University of Louisiana at Monroe or from date correct invoice is received from contractor, if latter date is later than date of delivery. A cash discount for less than 30 days will not be considered in making an award.
   2. All bids must be firm prices, free of any escalator clauses.
9. **NEW PRODUCTS**

Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer’s standard warranty will apply unless otherwise specified in the solicitation.

1. **DELIVERIES**

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

1. **TAXES**

Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.

1. **PAYMENT**

After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.

1. **CONTRACT CANCELLATION**

The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

1. **DEFAULT OF CONTRACTOR**

Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

1. **CONTRACT RENEWALS**

Upon agreement of the University of Louisiana at Monroe and the Contractor, a term contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed sixty (60) months. The successful Bidder will have the privilege, upon mutual agreement of the University, to adjust premium rates either upward or downward as their loss experience may indicate prior to anniversary date. Any premium increase proposed must be consistent with the change in the medical care portion of the Consumer Price Index. Written notice to adjust premium rates upward for the next policy year shall be given to the ITB Coordinator and the Director of Purchasing not less than 150 days prior to the anniversary date. The continuation of this contract at all time is contingent upon appropriation of funding to the University by the Louisiana State Legislature.

1. **ORDER OF PRIORITY**
   1. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
   2. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.
2. **APPLICABLE LAW**

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract for the validity or enforceability of the contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to the Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1. **COMPLIANCE WITH CIVIL RIGHT LAWS**

By submitting and signing this bid, bidder 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, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Davis-Bacon Act of 1931, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds

for termination of any contract entered into as a result of this solicitation.

1. **SPECIAL ACCOMMODATION**

Any “Qualified individual with a Disability” as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

1. **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

1. **SIGNATURE AUTHORITY**

ATTENTION: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

**PLEASE CIRCLE ONE**:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of “nolo contendere” to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
5. **CERTIFICATION OF NO SUSPENSION OR DEBARMENT.**

By signing and submitting any bid for $30,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at [https://www.sam.gov/portal/SAM/#1#1](https://www.sam.gov/portal/SAM/%231%231)

1. **FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

1. **ACCESS TO RECORDS**

The BIDDER agrees that the University and the Legislative Auditor of the State of Louisiana and the ULM Internal Audit Department shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Bidder related to this solicitation and any resulting contract.

1. **CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the BIDDER, any of its employees, agents, or subcontractors will have access to State government information technology assets, the BIDDER’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the BIDDER must present evidence of such compliance annually and upon request. The BIDDER may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

1. **PIGGYBACK**

University of Louisiana at Monroe and eight other institutions are governed by the University of Louisiana System. ULM declares that the successful bidder may extend the same product or services requested under this Invitation to Bid to any of the University of Louisiana System institutions under the same terms as represented to ULM in the bidder’s response, all in accordance with the provisions of LA R. S. 39:1702(A). Other University of Louisiana System Institutions include: Grambling State University, Louisiana Tech, McNeese State University, Nicholls State University, Northwestern State University, Southeastern Louisiana University, University of Louisiana at Lafayette, and University of New Orleans.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing shall be considered as valid. Telephone inquiries are discouraged.

Inquires concerning the administrative requirements of the ITB should be faxed in writing to the Director of Purchasing 318.342.5218 no later than September 6, 2023.

Inquires concerning the specification requirements of the ITB should be faxed in writing to the Purchasing Department 318.342.5218 no later than September 6, 2023.

Inquires should be faxed and received no later that the deadline stated for fax inquiries. Answers to the inquires that change or substantially clarify the ITB shall be issued in the form of addenda and posted to the Louisiana Procurement & Contract Network (LAPAC).

Any Bidder who feel the administrative or specification requirements of this ITB are in error or will not accomplish the desired end result shall make the appropriate written inquiry by September 6, 2023.

TAXES

The Bidder shall include in his bid price all federal, state, and local taxes of all kinds applicable to the policies to be underwriter.

CYBER LIABILITY

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment premium.

QUALIFICATION OF BIDDER

The Bidder shall meet the following minim qualification levels to be considered as a responsible Bidder by the University for providing the intercollegiate athletic insurance policy:

1. The Bidder shall have an A.M. Best Policyholder Rating in the insurance industry of at least level “A-“.
2. The Bidder shall have a Financial Size Category in the insurance industry of Class VI or greater.

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the contract. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for a finding of non-responsibility.

**BID RESPONSE FORM – ATHLETIC INSURANCE**

BIDDER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NO: (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING CITY STATE ZIP

SCOPE: Furnish Secondary Aggregate or Zero Deductible Insurance (IAI) Coverage for all Student -Athletes for the University of Louisiana at Monroe Athletics Department.

PERIOD: Uninterrupted Aggregate of Zero Deductible from September 2023 through August 31, 2024.

I/we do hereby declare that I/we have carefully examined the Invitation to Bid and that I/we have a clear understanding of the said documents. I/we hereby propose to furnish the necessary Intercollegiate Athletic Insurance for the sums indicated on the bid response form.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_

No. \_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_

NOTE:

The University desires to award the bid to the overall lowest responsible bidder of all plans chosen. However, the right is reserved to award contracts separately, grouped, or an all-or-none basis.

AUTHORIZED OFFICER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Print of Type Name)

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID RESPONSE FORM – ATHLETIC INSURANCE**

BID PRICES: I/we do hereby bid the following secondary Aggregate or Zero Deductible (IAI) Coverage for the following rates:

Secondary Plan: See Section

$90,000.00 medical maximum benefit per injury

Deductible Amount: $0

I.

Option A

Secondary/Traditional $0 Deductible Plan

|  |  |  |
| --- | --- | --- |
| 1. Total Premium |  |  |

Option B

Secondary Aggregate Coverage Plan.

|  |  |
| --- | --- |
| 1. Aggregate Deductible Attachment Point |  |
| 1. Stop Loss Premium |  |
| 1. Other Fees/Cost (Explain) |  |
| 1. Aggregate Funding plus Hard Costs (B + C) |  |
| 1. Maximum Annual Expanse (A + D) |  |

II.

|  |  |
| --- | --- |
| 1. Cost per Athlete, Primary Insurance Verification (If Any) |  |

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract based on such a false response.

AUTHORIZE OFFICER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Print or Type Name)

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BID RESPONSE FORMAT

The bid response to be in three (3) parts:

1. Part I to consist of the Bid Response Form
2. Part II to use a numbering scheme parallel to that in Section III of the ITB to explain the Bidder’s ability to meet the policy specification requirements set forth.
3. Part III to use a numbering scheme parallel to that in Section IV of the ITB to answer all questions in regards to the Bidder’s organizational profile in handling the policies.

PART I – BID RESPONSE FORM

All bids shall be submitted on the bid response form provided in the ITB. The bid response form must be properly signed in ink by an officer or the proposing entity authorized to sign the bid. An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit.

PART II- SPECIFICATION CONFORMANCE

Part II to consist of a numbering scheme parallel to that used in Section III of the ITB in order that the Bidder may explain how their bid will meet each individual policy specification requirement. No forms are provided for this purpose, but each page should be initialed by the Bidder. A simple answer of “Proposing as Specified” shall be acceptable as a response for each individual policy requirement met. If exception is taken to any requirement, a detailed explanation shall be required to clarify the exception taken. Failure to follow this format may cause rejection of the bid.

PART III – ORGINAZATION PROFILE

Part III to consist of a numbering scheme parallel to that used in Section IV of the ITB in order that the Bidder may explain their handling of the IAI policy. No forms are provided for the purpose, but each page should be identified with the Bidder’s name. Responses should be complete and should be accompanied by any documentation necessary to support the response. Failure to follow this format may cause rejection of the bid.

**SECTION II – EVALUATION, SELECTION, AND AWARD**

The selection of the successful bid shall be awarded to the lowest responsible and responsive Bidder/s whose bid meets the requirements and criteria set forth in the Invitation to Bid.

All responses received as a result of this ITB are subject to evaluation by duly authorized persons for the purpose of selecting the Bidder offering the most economical, responsible and responsive policy for the University of Louisiana at Monroe Athletic Department. The University desires to award the bid to the overall lowest bidder of all plans chosen. However, the right is reserved to award contracts separately, grouped, or an all-or-non-basis.

The basis of the evaluation and selection to be as follows:

1. The bid is to be evaluated to ensure that all administrative requirements in Section I – Information for Bidders and Standard Conditions have been met. Failure to meet all requirements may result in rejection of the bid without further consideration.
2. The bid is to be evaluated to ensure that all mandatory policy requirements in Section III – Requirements have been met. Failure to respond to all policy requirements, unless otherwise stated and explained by the Bidder, may result in rejection of the bid without further consideration.
3. The University of Louisiana at Monroe is interested in the true value of the policies to ensure adequate handling of ULM claims. For this reason, the Bidder is to furnish the information outlined in Section IV – Organizational Profile. Failure to furnish the information outlined may result in rejection of the bid without further consideration.
4. The final consideration is the total premium rate. The Bidder to respond with premium rates for all levels of coverage requested for consideration.

The lowest responsive responsible bid to be determined according to the annual premium/s on the Bid Response Form of the plans chosen. The University desires to award the bid to the overall lowest bidder of all plans chosen. However, the right is reserved to award contracts separately, grouped, or on an all-or-none-basis. Final award is subject to final negotiation and acceptance of policy terms with the Vendor. When evaluating the cost aspect of an aggregate deductible program the total of the aggregate deductible, premium or administrative costs will be weighed.

**SECTION III – REQUIREMENTS**

3.1 Period for coverage: (September 1, 2023, through August 31, 2024) Must be continuous coverage.

3.2 Individuals to be covered by each individual policy will be participants in one of the following sports at the University of Louisiana at Monroe: Women’s Cross Country & Track (Pole Vaulters), Men ‘s Cross Country & Track (Pole Vaulters), Women’s Soccer, Women’s Volleyball & Beach Volleyball, Women’s Basketball, Men’s Basketball, Women’s Softball, Men’s Baseball, Football, Student Coaches, Trainers and Managers and Graduate Assistants.

3.3 Approximate number of Student-Athletes to be covered: 373

The number of athletes will change during the 2023-2024 year due to graduation/transfer/drop out/walk-ons/tryout additions/etc.

Total Team Rosters anticipated for 2023-2024 academic year:

Men’s Baseball – 43

Men’s Basketball – 15

Women’s Basketball – 15

Men’s Cross Country – 11

Women’s Cross Country – 9

Men’s Track and Field – 32

Women’s Track and Field - 26

Men’s Football – 115

Men’s Golf -10

Women’s Golf – 8

Women’s Soccer – 25

Women’s Softball – 25

Women’s Tennis – 8

Women’s Volleyball – 17

Women’s Beach Volleyball – 14

Student Coaches, Trainer-Manager and Graduate Assistants Men – 7

Student Coaches, Trainer-Manager and Graduate Assistants Women – 7

3.4 Coverage is for student-athletes participating in Intercollegiate Athletics for the University of Louisiana at Monroe.

THE SECONDARY INSURANCE POLICY WILL ACT AS THE PRIMARY POLICY IN THE EVENT THAT A “HIGH RISK SPORT’ SCHOLARSHIP ATHLETES DOES NOT HAVE EXISTING PRIMARY COVERAGE OR MEDICAID PLANS THAT DO NOT COVER ATHLETIC RELATED INJURIES. THERE WERE APPROXIMATELEY 50 ATHLETES THAT FIT THIS CRITERIA.

ALL NON-SCHOLARSHIP ATHLETES INVOLVED IN “HIGH RISK” SPORTS (FOOTBALL, BASEBALL, SOFTBALL, POLE VAULTER, VOLLEYBALL, BEACH VOLLEYBALL, MEN-WOMEN BASKETBALL) ARE REQUIRED TO HAVE THEIR OWN PRIMARY COVERAGE IN ORDER TO PARTICIPATE.

ALL ULM STUDENT-ATHLETES WILL BE COVERED UNDER OUR SECONDARY INSURANCE POLICY THAT COVERS ONLY ATHLETIC INJURIES/CONDITIONS THAT ARE A DIRECT RESULT OF PARTICIPATION IN ATHLETIC DEPARTMENT SANCTIONED ACTIVITIES ONLY.

ALL STUDENT-ATHLETES (SCHOLARSHIP AND NON-SCHOLARSHIP) WHO ARE NOT PARTICIPATING IN “HIGH RISK” SPORTS AND WHO DO NOT HAVE AN EXISTING PRIMARY INSURANCE POLICY WILL NOT HAVE A PRIMARY PLAN PURCHASED FOR THEM. THE SECONDARY INSURANCE WILL ACT AS PRIMARY FOR THESE STUDENT-ATHLETES IN THE EVENT OF CONDITION/INJURIES DIRECTLY RELATED TO THAT PARTICIPATION AND SANCTIONED BY THE ATHLETIC DEPARTMENT (practices, games, weight training, skill sessions, conditioning WILL BE COVERED).

There are Seven (7) NATA Certified Athletic Trainers on staff.

The two (2) local orthopedic doctors serve ULM. ULM has a great working relationship with the local hospital St. Francis Medical Center and a local orthopedic clinic, Northeast Louisiana Orthopedic Clinic.

University of Louisiana at Monroe pre-participation physical examinations are extensive and pre-existing conditions are documented. All referrals to physicians are handled by the Athletic Training Staff and Medical Director Dr. John Lipka serves as contact for all medical expenses and services rendered to ULM Intercollegiate Athletes.

3.5 SECONDARY COVERAGE SPECIFICATIONS/BENEFITS REQUIRED:

Details of the policy being offered must be submitted with the bid. This policy will be provided for uninsured athletes who are on Athletic Scholarship and participate in a “high risk” sport. We estimate approximately 50 scholarship athletes will need this coverage. This quantity is only an estimate. Actual number needed may be fewer or greater. Additional athletes may be added if funding is available.

NOTE: Please provide ONE or BOTH options if available.

1. Policy Type: Full Excess (non-duplication) Traditional $0 Deductible

$90,000 Max benefit per injury (excess)

Specific (per-injury Deductible): $0 (zero)

$10,000 AD & D – Aggregate Limit $1,000,000

Benefit Period: 104 weeks

* Must include the following riders:
* Heart and Circulatory
* HMO/PPO Denials
* Pre-existing Conditions
* Expanded Medical/Repetitive Motion

Coverage of Out of Season Conditioning

Orthopedic Appliance

Ambulance Services

Physical Therapy

Dental coverage for accidents to a healthy tooth to benefit max

Platelet Rich Plasma (PRP) Therapy

1. Policy Type: Full Excess (non-duplication) Aggregate Deductible Plan

$90,000 Max benefit per injury (excess)

Specific (per-injury Deductible): $0 (zero)

$10,000 AD & D – Aggregate Limit $1,000,000

Benefit Period: 104 weeks

* Must include the following riders:
* Heart and Circulatory
* HMO/PPO Denials
* Pre-existing Conditions
* Expanded Medical/Repetitive Motion

Coverage of Out of Season Conditioning

Orthopedic Appliance

Ambulance Services

Prescription Benefits

Physical Therapy

Dental coverage for accidents to a healthy tooth to benefit max

**SECTION IV – ORGANIZATIONAL PROFILE**

The Bidder should respond to each question using a number scheme parallel to that used in this Section. Failure to respond to any subsection may result in rejection of the bid without further consideration.

* 1. NAME OF INSURANCE COMPANY

The Bidder is to indicate the name of the insurance company, parent company or other affiliates (designate which).

* 1. INSURANCE COMPANY’S ADDRESS

The Bidder is to indicate the street and mailing address of the insurance company.

* 1. INSURANCE COMPANY’S TELEPHONE NUMBER

The Bidder is to indicate the area code and telephone number of the insurance company. Indicate any toll-free numbers that may be applicable.

* 1. LOUISIANA LICENSE

The Bidder is to be licensed by the State of Louisiana Insurance Commission and Bidder should furnish proof of their license with the bid response.

* 1. BEST’S POLICYHOLDER RATING

The Bidder shall be required to have a A.M. Best Policyholder Rating of at least level “A-“. The Bidder is to indicate the insurance companies Best Policyholder Rating for the most recent year of insurance of this rating. The Bidder should attach support documentation of this rating.

* 1. FINANCIAL SIZE CATEGORY

The Bidder shall be required to have a A.M. Best’s Financial Size Category Rating Class VI or greater. This is to be represented by roman numerals. E.g. Class XI. The Bidder should attach support documentation of this rating.

* 1. LIST OF U.S.A. USERS

The Bidder is to list each college/university it is currently servicing. The Bidder should denote those schools insured for three (3) years or more.

* 1. U.S.A. CONTACT PERSONNEL

The Bidder is to provide the names. titles and phone numbers of at least five (5) NCAA Division I Athletic Department administrators from the list of U.S.A. users that may be contacted regarding your company’s performance.

* 1. PROJECTED LOSS RATIO

The Bidder is to indicate the projected loss ratio (estimated number of claims that will be paid) upon which the premium rates for the proposed IAI insurance plan are based. The Bidder is to indicate the charges his/her company’s retention formula includes.

4.10 PREMIUM RATES

The Bidder is to indicate who is responsible for designing or computing the rates for the proposed insurance plan. His/her name, address and phone number to be given.

4.11 CLAIMS OFFICE

If the insurance company is responsible for paying claims, then answer the following:

1. List the location of the office claims shall be paid.
2. List the name, title, telephone number and years of experience in administering Athletic claims of each individual responsible for claim service with the ULM account.
3. Can ULM make toll-free calls to the insurance company in regards to any claim, question or problem? Indicate applicable numbers?
4. Will the claim office provide copies of EOBs to ULM?
5. Will the claim office provide information to ULM on all claims rejected and the reason for the rejection?
6. What is the average time for a claim to be processed after the date it is received by the insurance company, assuming no complications? Searching for groups who can process in under 14 days.

4.12 POLICY TIME LIMITS

The Bidder is to indicate the insurance company’s procedures in processing claims when notice of a claim is submitted beyond the policy time limit.