



UNIVERSITY OF
CENTRAL
ARKANSAS™

INVITATION FOR COMPETITIVE “TERM” BID

Submit Bids To: Purchasing Department
University of Central Arkansas
2125 College Avenue Suite 2
Conway, AR 72035

General Description: General Liability Insurance for College Square Retirement Community

Date Issued: September 13, 2021

Bid Number: UCA-22-006

Bid Closing Date: October 5, 2021

UCA Contact Person: Meghan Cowan

Bid Closing Time: 9:00 a.m.

Phone Number: 501-450-3173

Type of Contract: Term

Fax Number: 501-450-5020

Contract Period: See Bid

Invoice To: University of Central Arkansas
Attn: AP, McCastlain Basement
201 Donaghey Avenue
Conway, AR. 72035

Delivery Period: See Attachment

F.O.B. Destination

Bid submittals must be properly marked with the Bid Number, bidders return address, Phone number, fax number and submitted prior to the Closing Date and Time listed above.

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Signature: _____

Title: _____

Email: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

SECTION 1 INTRODUCTION

1.1 SCOPE OF BID

University of Central Arkansas, doing business as College Square Retirement Center, hereafter referred to as "UCA" or "the University", is seeking term bids for Commercial General and Professional Liability Insurance Coverage for the College Square Retirement Center property owned and operated by UCA. The Commercial General and Professional Liability Insurance Coverage will be an **OCCURRENCE POLICY** for the period November 27, 2021 through November 27, 2022.

Proposals should be the same as current coverage or better.

1.2 CONTRACT TERM

The Term of the Agreement shall be from November 27, 2021 through November 27, 2022 for an occurrence policy. Thereafter, the term of this Agreement may be extended for six additional 1-year periods at the option of UCA. Renewals will be based upon mutual agreement after negotiation of renewal rates.

1.3 RESPONDENT QUALIFICATIONS

- 1.3.1 The insurance company must have an A. M. Best Rating of at least A-.
- 1.3.2 The insurance company must be authorized to transact business in the State of Arkansas and be permitted by the Arkansas State Board of Insurance to contract with the State and any of its subdivisions.
- 1.3.3 If applicable, insurance must be provided on policy forms approved by the State Board of Insurance as to form and by the Attorney General as to liability coverage.

1.4 COLLEGE SQUARE INFORMATION

College Square is an independent living facility for seniors ages 55 and above. The complex has 100 apartments, 67 residents and 32 employees. Each apartment has emergency pull cords located in each bathroom and bedroom with a 24/7 staff coverage. All employees are first aid and CPR certified. Each apartment contains smoke detectors and a sprinkler system. There is no medical staff or medical services provided. More information can be found on the College Square web site at www.collegesquareretirement.com

1.5 OPEN RECORDS

Due to the nature of the bids, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Arkansas law. Final awards and agreements, after all negotiations are completed, may be subject to open records.

1.6 CONFIDENTIALITY

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

1.7 HIPAA COMPLIANCE

Contractor warrants to the University of Central Arkansas that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of the contract. Contractor warrants that it will cooperate with The University of Central Arkansas in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with UCA privacy officials and other compliance officers required by HIPAA and its regulations.

End of Section 1

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

The University is seeking a long-term working relationship with a quality insurance provider that can provide claims management, cost control and risk management concepts and ideas.

2.2 CURRENT COVERAGE: Occurrence Policy

General and Professional Aggregate Limit - \$3,000,000.00 Products
Completed Operations Aggregate Limit (Included) Personal &
Advertising Injury Limit - \$1,000,000.00
Each Occurrence Limit - \$1,000,000.00
Damage To Premises Rented To You Limit - \$50,000.00 (Any One Premises) Medical
Expense Limit – Included per incident limit \$2,500.00
Medical Expense Aggregate Limit – Included (All Persons/Year)
\$10,000.00
Deductible - \$5,000
Sexual Abuse – part GL –sub limit \$100,000.00 per claim, \$300,000.00
aggregate

2.3 GENERAL PREFERENCES

Respondents are encouraged to bid and offer other options.

- 2.3.1** The University reserves the right to modify coverage limits, deductibles, definitions, etc. throughout the term of the contract as necessary to maintain adequate coverage at a reasonable cost. The University also desires the selected respondent to suggest and provide cost-saving options throughout the term of the policy.
- 2.3.2** Claims Reports are to be provided upon request. Electronic claims reporting and information through a web interface is preferred.
- 2.3.3** The Agent shall agree to meet at the University with Human Resources Department personnel who will be directly responsible for processing claims. This meeting will be for the purpose of reviewing all forms and procedures that will be required.
- 2.3.4** **Policyholder** – University of Central Arkansas, 201 Donaghey Avenue, Conway, AR 72035.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

All questions regarding the bid must be forwarded to the Purchasing Department:

Meghan Cowan
2125 College Ave. Ste. 2
Conway, AR 72034
Phone: 501-450-3173
Fax: 501-450-5020
Email: meghanp@uca.edu

3.2 SUBMITTAL DEADLINE AND LOCATION

3.2.1 All bids must be received by the UCA Purchasing office no later than 9:00 a.m., Tuesday, October 5, 2021. Bids are to be submitted to:

University of Central Arkansas
Purchasing Office
2125 College Ave. Suite 2
Conway, AR 72034

3.2.2 All U.S. Mail addressed to any component of UCA is delivered to a central mail room and redistributed by UCA personnel to the addressee's campus office. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Purchasing Department. Bids must be in the office of the Purchasing Department by the time set for Bid closing in order to be considered, and receipt by UCA at the central mail room will not be deemed sufficient.

3.2.3 Bids will be publicly opened Tuesday, October 5, 2021 at 9:00 a.m. CST in the office of the Purchasing Department, 2125 College Avenue Suite 2, Conway, AR 72034.

3.2.4 Bids received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the bids delivered in a timely manner regardless of delivery method or circumstances.

3.2.5 Faxed or electronically mailed bids will not be accepted.

3.2.6 Bids may be withdrawn at any time prior to the time and date set for bid closing.

3.2.7 The University of Central Arkansas reserves the right to accept or reject any or all bids and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of the University of Central Arkansas.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all solicitation lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature: _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No/Email.: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH
RESPONDENT'S BID. FAILURE TO SIGN AND RETURN THIS SHEET MAY
RESULT IN THE REJECTION OF YOUR RESPONSE.**

**EXHIBIT B
PRICE SHEET**

GENERAL AND PROFESSIONAL LIABILITY (OCCURRENCE POLICY)

TOTAL ANNUAL PREMIUM: \$ _____

Provide a total of all cost that will be associated with this insurance policy, such as premium amount deductibles, premium to be paid in surplus, etc.

OTHER FEES: \$ _____

(Must specify each fee separately).

Limit of Liability: _____

Deductible: \$ _____

Respondent/Company: _____

*Attach Additional Sheets if necessary.

*Current policy attached.

EXHIBIT C RESPONDENT QUALIFICATIONS

Compliance with Respondent Qualifications outlined in Section 1.3

Respondent Name: _____

The insurance company has an A. M. Best Rating of _____.

The insurance company is authorized to transact business in the State of Arkansas and is permitted by the Arkansas State Board of Insurance to contract with the State and any of its subdivisions.

If applicable, insurance will be provided on policy forms approved by the State Board of Insurance as to form and by the Attorney General as to liability coverage.

RIDER

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”

(2) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon. UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum. Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”