



**THE ESCAMBIA COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
75 NORTH PACE BLVD.  
PENSACOLA, FL 32505**

## **REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT**

POSTING DATE:

**June 4, 2012**

PURCHASING CONTACT & TELEPHONE:

**John Dombroskie (850) 469-6120**

RFP TITLE:

**School District Employee Health Clinic(s)**

RFP NUMBER:

**123601**

RFP OPENING DATE & TIME:

**June 19, 2012, 3:00PM CST**

**NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

( EXT: )

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_\_ BIDNET\_\_\_\_ DEMAND STAR\_\_\_\_ PRIME VENDOR\_\_\_\_  
OTHER\_\_\_\_ (PLEASE SPECIFY\_\_\_\_)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION .

The Escambia County School Board (ECSB) desires to possibly establish a health clinic or clinics for their employees. Your firm responded to ECSB's Request For Information (RFI #123101) regarding onsite health clinics for the School District of Escambia County (ECSD) earlier this spring and has been deemed capable of satisfying the ECSB's needs. It is the ECSB's wish to now solicit proposals for the establishment of clinics. Proposals will only be accepted from firms identified via the RFI process. Upon review of the proposals received, the ECSB may select a response for negotiation or postpone implementation. ECSB reserves the right to reject any or all proposals received. This RFP does not obligate ECSB to pay any cost incurred by vendors related to submission of proposals to this RFP.

## II. GENERAL TERMS AND CONDITIONS.

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INDEMNIFICATION AND INSURANCE:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. GENERAL/AUTOMOTIVE LIABILITY: The CPA firm agrees to maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than 'A' by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the CPA firm and a copy thereof shall be delivered to the district before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility. WORKER'S COMPENSATION: If this agreement involves performance by officers, employees, agents or sub-contractors of the CPA firm, the CPA firm shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000. PROFESSIONAL LIABILITY: The successful CPA firm shall procure and maintain Professional Liability Insurance for the life of this agreement, plus two years after completion for a minimum coverage of \$3,000,000. This Policy shall include an endorsement whereby the awarded bidder holds harmless the School Board of Escambia County Florida and each officer, Board member, agent or employee of the School Board of Escambia County Florida against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the CPA firm or anyone employed by the CPA firm.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered

to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be

issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

### III. SPECIAL CONDITIONS.

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

#### A. **RFP Time Line (Tentative).**

|                                               |                                          |
|-----------------------------------------------|------------------------------------------|
| RFP Issue date                                | June 4, 2012                             |
| Questions Concerning RFP Due Date:            | June 7, 2012                             |
| Addenda/Answers to Questions Posted:          | June 11, 2012 (by 12:00 pm Central Time) |
| RFP Due Date:                                 | June 19, 2012                            |
| Evaluation Committee Meeting:                 | June 25-29, 2012                         |
| Oral Presentations (if required):             | July 9-13, 2012                          |
| Negotiation w/ Top Ranked firm (if required): | July 16-20, 2012                         |
| Recommendation for Contract:                  | August 1, 2012                           |
| Board Action:                                 | August 21, 2012                          |

- B. **Evaluation Committee.** An RFP evaluation committee shall review and evaluate each proposal submitted and make a recommendation to the School Board of Escambia County Florida.
- C. **Contact.** All questions for additional information regarding this RFP **must be directed to the designated purchasing contact noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff or evaluation committee regarding this RFP prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for rejection of your proposal.

- D. **Truth-in-Negotiation Certificate.** Upon award, the firm will be required to complete and sign a "Truth-in-Negotiations Certificate" in accordance to § 218.391(3)(i) Florida Statute.
- E. **Changes.** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued on this RFP will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING THE PROPOSAL, it shall be the sole responsibility of each proposer to contact the Purchasing Department's Director, John Dombroskie, or visit the Purchasing Department's web pages (<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>) after 12:00 pm Central Time June 11, 2012 to determine if any Addenda was issued and, if so, to obtain such Addenda.
- F. **Questions.** Any questions concerning conditions and specifications shall be **submitted by close of business June 7, 2012 in writing** via e-mail to [jdombroskie@escambia.k12.fl.us](mailto:jdombroskie@escambia.k12.fl.us) or via fax to 850-469-6271.

Responses to questions of Addendums to this RFP will be posted to the ECSB's Purchasing Website <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/> by 12:00 pm Central Time June 11, 2012.

- G. **Bid Documentation and Required Enclosure.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on pages 11 and 12 of this document) must be signed and returned with the bid. **FAILURE TO RETURN THIS FORM MAY RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.**
- H. **Lunsford Act.** Any award hereunder would be subject to Florida's Jessica Lunsford Act. Firms will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the firm and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the ECSB in advance of the firm providing any services. The firm will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to firm and its employees. The firm will follow the procedures for obtaining employee background screening as outlined by the Escambia County School District Division of Protection Services (<http://www.escambia.k12.fl.us/security/fingerprinting/index.asp>). Firm will provide the ECSB a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Firm will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that firm fails to perform any of the duties described in this paragraph, this will constitute a material breach of any contract entitling the ECSB to terminate immediately with no further responsibility to make payment or perform any other duties under the contract. Firm agrees to indemnify and hold harmless the ECSB, the School District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

#### IV. SCOPE OF WORK OR SERVICES.

As set forth in our earlier Request For Information (RFI-123101-School District Health Clinics), the ECSB is evaluating the feasibility of establishing an on-site/off-site health clinic or clinics for their employees. The District currently employs about 5,500 with 8,100 total members covered under its health plans which are self-funded through UnitedHealthcare. Active full time employees working at least 20 hours per week and their dependents plus retirees and their dependents are eligible for coverage under these plans. (Part time employees are not covered nor are domestic partners.) Dependent children who are students may be covered up to age 26. Employees may seek coverage the first of the month following date of hire, if hired by the 15<sup>th</sup>, the month after for those employees hired after the 15<sup>th</sup>. Employee coverage ends the last day of the month that employment terminates.

**GOALS AND OBJECTIVES OF THE ANTICIPATED CLINIC PROGRAM INCLUDE:**

- Increased participation in primary and preventive care/screening services
- Increased employee productivity
- Improved health risk management
- Reduction in costs relative to health care
- Integration with current deployed wellness programs plus future enhancements through incentive based programs (i.e., health fairs, on-site screenings, flu shots, on-site seminars, online wellness portal for health risk assessments, healthy living programs, personal health record and wellness tools, discounts for compliance with healthy living or medical recommendations)
- Flexible and highly responsive contractual relationship with supplier of this service

**ECSB'S SUPPLIER EXPECTATIONS:**

**Supplier Representatives:** To be present at main District sites for open enrollment (if necessary)

**Account Manager:** Dedicated account service and billing manager

**Material Delivery:** Must be sent to each District location

**Online Administration:** Must have online administration capability

**Enrollment Materials:** Must be able to provide enrollment materials

**Teleconference Capabilities:** Must be able to join in on possible teleconferences

**Implementation of Benefit(s):** An on time guarantee of implementation and delivery of employee materials

**V. PROPOSAL SUBMITTALS.**

One complete, original hardcopy response (clearly identified as the original response), six (6) photocopies, and one (1) copy on CD ROM of your complete response in Microsoft WORD/EXCEL format must be returned on or before 3:00 P.M. CST on the date due to the Purchasing Department in accordance with the submittal requirements. All proposals shall be submitted in sealed packaging with RFP number and the proposer's firm name clearly marked on the exterior of the package. It is the sole responsibility of the proposer to assure they have received the entire proposal and any and all Addenda. The proposal shall contain all information required to be included in the proposal as described herein.

In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

Each response should include the following:

- ✓ Title Page showing RFP Number, subject, the name of the proposer, address, telephone number and the date.
- ✓ Table of Contents to provide a clear identification of the material by section and by page number.
- ✓ Proposal Acknowledgement, page one (1) of this document, completed and signed by an authorized officer of the company.
- ✓ Completed "On-Site Clinic Based Medical Services Worksheet(s)" – Attachment A of this document. Complete Worksheet(s) (for ease of preparing your response is available in EXCEL format at: [http://old.escambia.k12.fl.us/adminoff/finance/purchasing/current\\_bid\\_activity.html](http://old.escambia.k12.fl.us/adminoff/finance/purchasing/current_bid_activity.html))
- ✓ Addenda Acknowledgement (if applicable), completed and signed by an authorized officer of the company.
- ✓ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- ✓ Drug Free Workplace (Optional).
- ✓ Any additional information, literature, etc., if applicable.
- ✓ Sample contract/agreement for the services being proposed.



## **VI. EVALUATION CRITERIA AND AWARD.**

The evaluation committee will meet and will review the Cost of Services (4 Points) and Overall Strategy (1 Point). Each evaluation committee member will review and assign points to these areas, giving the best proposal the highest assigned points for each area evaluated. The points awarded will be averaged and added to the points awarded previously for each firm's response to our RFI, the highest scoring firm to be ranked number one. A presentation from the highest ranked firm(s) may be required, at the discretion of the committee as a tiebreaker or to further distinguish between top ranked firms with relatively close total scores. The Evaluation Committee will contact the highest ranked firm to negotiate a final contract. If a contract cannot be agreed upon, the second highest ranked firm will be notified and a contract will be negotiated. This process will continue until an award can be recommended to the Board.

- A.** The District reserves the right to accept or reject any or all proposals.
- B.** The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- C.** The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature \_\_\_\_\_

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Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                                                     |                                  |
|-----------------------------------------------------|----------------------------------|
| NAME OF APPLICANT                                   | AWARD NUMBER AND/OR PROJECT NAME |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |                                  |
| SIGNATURE                                           | DATE                             |

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

Attachment A  
On-Site Clinic Based Medical Services Worksheet  
Vendor Name:  
**Proposed (OPTION 1): On-Site Primary Care Clinic**

| Budget Item                                                                               | Description / Comments                                                        | Year 1<br>Projected Annual Costs | Year 2<br>Projected Annual Costs | Year 3<br>Projected Annual Costs |  |  |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|--|--|
| One-Time Start-Up Costs<br>(excludes facility build out/Office Furniture)                 | Software Implementation & Training/Staff recruitment and training             | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Medical Equipment                                                             | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Information Technology Equipment                                              | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Startup Supplies                                                              | \$0                              | \$0                              | \$0                              |  |  |
| Other                                                                                     |                                                                               | \$0                              | \$0                              | \$0                              |  |  |
| <b>TOTAL START-UP COSTS</b><br>(excludes facility build out)                              |                                                                               | <b>\$0</b>                       | <b>\$0</b>                       | <b>\$0</b>                       |  |  |
| Staffing Costs Including Benefits & Expenses                                              |                                                                               |                                  |                                  |                                  |  |  |
| Staff Personnel Type                                                                      | Physician - # FTE                                                             | \$0                              | \$0                              | \$0                              |  |  |
| <b>Please list # of Staff for each position<br/>based on your proposed staffing model</b> | Nurse Practitioner - # FTE                                                    | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Nurse Clinic Manager - # FTE                                                  | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Health Specialist - # FTE                                                     | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                           | Medical Assistants - # FTE                                                    | \$0                              | \$0                              | \$0                              |  |  |
| IT Software (Practice Management System)                                                  | Annual user and server licenses                                               | \$0                              | \$0                              | \$0                              |  |  |
| Supplies                                                                                  | Annual Estimate / Pass-Thru Cost                                              | \$0                              | \$0                              | \$0                              |  |  |
| Ongoing Management Fee                                                                    |                                                                               | \$0                              | \$0                              | \$0                              |  |  |
| Other                                                                                     |                                                                               | \$0                              | \$0                              | \$0                              |  |  |
| <b>TOTAL ANNUAL FIXED FEES</b>                                                            |                                                                               | <b>\$0</b>                       | <b>\$0</b>                       | <b>\$0</b>                       |  |  |
| PROJECTED ANNUAL RETURN                                                                   | <i>Note: Cost savings information based on proposer information provided.</i> |                                  |                                  |                                  |  |  |
| Projected Annual District Savings<br>Excludes the cost of build out                       |                                                                               | \$0                              | \$0                              | \$0                              |  |  |
| Annual Member Savings                                                                     |                                                                               | \$0                              | \$0                              | \$0                              |  |  |

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|---------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Sample of Variable (Pass-Thru) Cost Items:</b> | <b>List of the services to be provided:</b>                                                              |
|                                                   | Make your recommendation and cost estimates for one clinic, ___ hours per week, Mon-Fri ___ am to ___ pm |
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| <b>Recommendations:</b>                           | <b>Comments:</b>                                                                                         |
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Attachment A

On-Site Clinic Based Medical Services Worksheet

Vendor Name:

Proposed (OPTION 2): On-Site Nurse Practitioner / Physician Assistant Clinic

| Budget Item                                                                       | Description / Comments                                                 | Year 1<br>Projected Annual Costs | Year 2<br>Projected Annual Costs | Year 3<br>Projected Annual Costs |  |  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|--|--|
| One-Time Start-Up Costs<br>(excludes facility build out/office furniture)         | Software Implementation & Training/Staff recruitment and training      | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Medical Equipment                                                      | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Information Technology Equipment                                       | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Startup Supplies                                                       | \$0                              | \$0                              | \$0                              |  |  |
| Other                                                                             |                                                                        | \$0                              | \$0                              | \$0                              |  |  |
| TOTAL START-UP COSTS<br>(excludes facility build out)                             |                                                                        | \$0                              |                                  |                                  |  |  |
| Staffing Costs Including Benefits & Expenses                                      |                                                                        |                                  |                                  |                                  |  |  |
| Staff Personnel Type                                                              | Physician Assistant #FTE                                               | \$0                              | \$0                              | \$0                              |  |  |
| Please list # of Staff for each position<br>based on your proposed staffing model | Nurse Practitioner - # FTE                                             | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Nurse Clinic Manager - # FTE                                           | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Health Specialist - # FTE                                              | \$0                              | \$0                              | \$0                              |  |  |
|                                                                                   | Medical Assistants - # FTE                                             | \$0                              | \$0                              | \$0                              |  |  |
| IT Software (Practice Management System)                                          | Annual user and server licenses                                        | \$0                              | \$0                              | \$0                              |  |  |
| Supplies                                                                          | Annual Estimate / Pass-Thru Cost                                       | \$0                              | \$0                              | \$0                              |  |  |
| Ongoing Management Fee                                                            |                                                                        | \$0                              | \$0                              | \$0                              |  |  |
| Other                                                                             |                                                                        | \$0                              | \$0                              | \$0                              |  |  |
| TOTAL ANNUAL FIXED FEES                                                           |                                                                        | \$0                              | \$0                              | \$0                              |  |  |
| PROJECTED ANNUAL RETURN                                                           | Note: Cost savings information based on proposer information provided. |                                  |                                  |                                  |  |  |
| Projected Annual District Savings<br>Excludes the cost of build out               |                                                                        | \$0                              | \$0                              | \$0                              |  |  |
| Annual Member Savings                                                             |                                                                        | \$0                              | \$0                              | \$0                              |  |  |

|                                            |                                                                                                          |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Sample of Variable (Pass-Thru) Cost Items: | List of the services to be provided:                                                                     |
|                                            | Make your recommendation and cost estimates for one clinic, ___ hours per week, Mon-Fri ___ am to ___ pm |
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| Recommendations:                           | Comments:                                                                                                |
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