

**REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM**

TITLE: RFP # 2010-01 Onsite Medical Clinic

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ EMAIL ADDRESS: _____

PROPOSER TAX IDENTIFICATION NUMBER: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE _____

*SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

NOTE: Entries must be completed in ink or typewritten. *An original, manual signature is required.

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NASSAU COUNTY SCHOOL BOARD, FLORIDA
1201 Atlantic Avenue, Fernandina Beach, Florida 32034

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
ONSITE MEDICAL CLINIC

RFP NO: 2010-01

NOTICE TO INTERESTED PROPOSERS MAILED: April 1, 2010

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: April 14, 2010

DEADLINE FOR RECEIPT OF PROPOSALS: May 4, 2010 @ 3 P.M. Eastern Time

SECTION 1: PURPOSE AND OVERVIEW

1.1 Purpose

The Nassau County School Board, Florida is seeking proposals from experienced and qualified firms to provide an onsite medical clinic for the Nassau County School Board's active employees, retirees covered under Nassau County School Board's current health plan, dependents and/or COBRA participants. The purpose of this RFP is to offer qualified firms an opportunity to submit written proposals for Nassau County School Board's consideration. The scope of required services and responsibilities are more fully described in Section 2 of this RFP.

The School Board is exploring the use of **Onsite Medical Clinic** to achieve the following:

- Minimize the cost of primary care and prescription drugs
- Improve employee satisfaction with medical services
- Enhance quality of care by improved adherence to evidence-based medicine and referrals that demonstrate best outcomes.
- Improve the performance of health management services

1.2 About Nassau County School Board

- A. Nassau County is the most Northeastern County in Florida, comprising 640 sq. miles.
- B. Nassau County School Board Office is located in Fernandina Beach, Florida. There are 16 schools and 4 support locations, located throughout the school district.

C. There are approximately 1,400 employees currently employed by the school district, approximately 1,000 employees and 120 spouses are eligible for clinic utilization.

1.3 Current Healthcare Programs

Nassau County School Board currently offers fully insured health plan coverage through Blue Cross Blue Shield of Florida (BCBS). The schedule of benefits and other information for the current health plan are contained in Attachment B.

1.4 Wellness Program

Nassau County School Board offers an employee wellness program with a wellness “Champion” at all locations. The program has exceptional Superintendent and upper management support.

1.5 General Terms and Information

1. It is envisioned that initially there will be one medical clinic located conveniently for Nassau County School Board’s members. Additional locations may be opened as utilization increases. The targeted location has not been identified. The school district is spread out so it will be especially important in Nassau County School Board’s evaluation to understand how the respondent will assist the Board in communicating with and creating incentives for employees and dependents to use the clinic.
2. The initial term of this Agreement will be effective on or about August 02, 2010 and shall be for a term of (3) three years with two additional one-year renewals.
3. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule or regulation.
4. This Agreement may be terminated by mutual agreement of both parties or under other termination language included in this RFP.
5. All notices required to be given to Nassau County School Board by law or this Agreement shall be given to the following:

Nassau County School Board
C/o Susan Farmer
1201 Atlantic Ave.
Fernandina Beach, FL 32034

6. The proposer shall at all times comply with applicable local, state or federal law, rules and regulations. Should any such law or regulation require a change in scope of the services provided, the parties shall negotiate a mutually agreeable amendment to this Agreement.
7. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Nassau County,

Florida. Further all bidders must disclose the name of any Board Employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

END OF SECTION 1

SECTION 2: SCOPE OF SERVICES

The following Scope of Services outlines the minimum performance requirements for this proposal.

2.1 Company Background and Administration

1. If a selection is made, one company will be selected to operate the onsite medical clinic.
2. The proposer is to have experience in operating onsite clinics.
3. An experienced local account manager, with experienced support, is to be assigned. Key personnel of the proposer are to have experience in onsite clinic administration.
4. The proposer has procedures that are HIPAA compliant in place to secure data.
5. The proposer is to assume the legal liability for their actions and inactions regarding the clinic.
6. The proposer is to have the capability to accept member co-pays and fees for services rendered.

2.2 Scope of Services: The proposer selected as a result of this RFP will provide services including, but are not necessarily limited to, the following:

Primary Care Medical Services:

1. Conduct periodic comprehensive physical examinations
2. Provide follow up care for abnormal screening results
3. Provide medical services to members for acute conditions
4. Provide medical services for members with chronic conditions
5. Provide follow up medical care for acute and chronic conditions
6. Provide medical care for urgent conditions

Ancillary Medical Services:

1. Provide laboratory specimen collection
2. Provide radiology services, or as an alternative, provide radiology services through a convenient and cost effective network provider

Medication Management:

1. Dispense common acute medications, or as an alternative, provide the filling of medications at a pharmacy convenient to the member. With the possible exception of common acute medications, prescription drugs will be covered under the health plan's pharmacy benefit manager, currently Prime.
2. Manage medication usage for patients with chronic medical conditions
3. Interface with prescribing physicians to improve generic and formulary compliance
4. Interact with members to improve medication adherence

Health Management Services:

1. Conduct biometric screenings for health risk assessments

2. Conduct periodic screenings in areas such as skin cancer, hypertension, vision and hearing.
3. Act as a health advocate for members through the promotion of programs and plan management initiatives (i.e. disease management, wellness programs)

Facilities and Staffing:

1. The proposer is to: design, open and operate one clinic in Nassau County, in a location that is convenient for Nassau County School Board's members. The proposer is to secure all necessary clinic facility and clinic provider licenses. As the clinic usage increases, additional clinics throughout Nassau County may be added.
2. The proposer will manage and equip each clinic facility.
3. Facilities are to include limited medication dispensing, laboratory services, and radiology services, if financially feasible.
4. Hours of operation are to be flexible and set to meet the needs of Nassau County School Board's members.
5. Staff members are to be contracted (full time and regular part time) employees of the proposer. Nassau County School Board reserves the right to review and approve all staff during the term of the contract.
6. The clinic is to be staffed with a certified physician, physician's assistant or nurse practitioner.
7. The clinic is to have a system in place to follow best practices and evidence based medicine guidelines.
8. Staff members are to be able to identify and act on gaps in medical and medication care.
9. Staff members are to contact members following medical encounters to discuss compliance and conditions.
10. The Clinic is encouraged to periodically schedule specialty care providers with regular office hours.

Electronic Interface Capabilities:

1. The proposer is to utilize electronic medical records that are accessible at the Nassau County School Board onsite medical clinic.
2. The Clinic must be capable of accepting member eligibility electronically.
3. Nassau County School Board's members are to have the ability to schedule appointments online.
4. Clinic medical encounters and medication dispensing are to interface with the health plan. Claims information is to be electronically transferred to the health plan on a regular basis. It is not the intent of Nassau County School Board to have claims filed and health plan payment processed for each individual patient encounter; however the encounter information pertinent to the visit is to be transferred to the health plan.
5. The clinic is to have ePrescribing capabilities.

Network Referrals:

1. The proposer is to identify and when appropriate, utilize a high performance provider network for care not available at the clinic.
2. The proposer is to identify and when appropriate, utilize a high performance facilities network.

Communications and Reporting:

1. The proposer is to market the services provided through the clinic to Nassau County School Board's members.
2. The proposer is to communicate with regional providers regarding the clinic capabilities and is to communicate with regional providers on specific member follow up issues.
3. The proposer is to provide Nassau County School Board with regular reports on utilization and reports on referrals outside the clinic.

Cost:

1. Information is to include all start up costs, facility leases, clinic administration and supplies, and company management fees.
2. Facility design and projected build out costs are to be included in the proposal.

Performance:

1. Preference will be given to proposers who will assume risk in the development and implementation of the clinic.
2. Expected changes in health plan utilization are to be disclosed.
3. If medications are dispensed at the clinic, the cost to Nassau County School Board must be favorable.
4. Guarantees on changes in medical utilization are encouraged.
5. Guarantees on Return on Investment are encouraged.

END OF SECTION 2

SECTION 3: GENERAL INSTRUCTIONS TO RESPONDENTS

3.1 School Board Contact/Inquiries

This RFP is issued by Nassau County School Board. Nassau County School Board is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Susan Farmer; Executive Director of Business Services
Nassau County School Board
1201 Atlantic Avenue
Fernandina Beach, Florida 32034
Phone: (904) 491-9861
Email: susan.farmer@nassau.k12.fl.us
CC: nedtyson63@att.net and Christina@mmbm.com

The physical address for overnight and hand delivery is same as above:

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

3.2 Written Questions

Written questions from potential proposers will be accepted by US mail, or email addressed to the attention of Susan Farmer, via the contact information in Section 3.1 of this RFP. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline of April 14, 2010.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings should contact Dot Evans at (904) 491-9900, at least five (5) days prior to the date.

3.3 Official Responses

On or about April 21, 2010, Nassau County School Board will issue responses to all questions timely received. Nassau County School Board will post the responses (as an addendum) to the same website where this RFP is posted, at www.nassau.k12.fl.us

3.4 Receipt of Proposals

Provide one (1) original proposal with manual signatures and seven (7) copies of the proposal (for a total of 8). Include with the original proposal two (2) CD-ROM's each containing Attachment A and Attachment B in the appropriate formats as indicated in this RFP.

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Onsite Medical Clinic #2010-01. Sealed proposals will be received until 3:00 p.m. (ET) on May 4, 2010 in the School Board Finance Office at the address shown in Section 3.1. The official clock for the purpose of receiving proposals is located in the Finance Purchasing Office. All proposals must be date and time

stamped by the official clock. Proposals will be opened in the Finance Office after the deadline for receiving proposals. Any proposal received in Finance after the deadline indicated above will be date and time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings should contact Dot Evans, (904) 491-9900 at least five (5) days prior to the date.

3.5 **Anticipated Schedule of Events** (Subject to change as conditions may dictate)

Activity	Date
Notice to Interested Proposers Mailed and On-Line Posting of RFP	04/01/10
Deadline for Questions-5:00 P.M.	04/14/10
Release of Official Response to Questions	04/21/10
Proposals Due – 3:00 P.M. Eastern Time	05/04/10
Proposal Analysis Prepared and Submitted to Proposers for Verification	05/12/10
Deadline for Proposers to Verify Spreadsheet Analysis Accuracy	05/17/10
*Selection Committee Review of Analysis and Recommendations	05/20/10
*Finalist Oral Presentations	05/26/10
Posting of Award Recommendation (on or about)	05/31/10
Board Action	07/22/10
Contract Effective Date	08/02/10

All times stated are Eastern Time.

*Selection Committee meetings and oral presentations will be posted as a public notice at <http://www.nassau.k12.fl.us>

3.6 **Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. The proposer must disclose with their bid name any contractual relationship that exists or has existed during any part of the period of time from January 1, 2007 through the present between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Nassau County School Board. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and Nassau

County School Board, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. Nassau County School Board will make the final determination regarding the existence of a conflict of interest.

3.7 **Restrictions on Contacting Nassau County School Board**

Upon the issuance of this RFP, all contact with Nassau County School Board **must** be made through the designated contact person listed in Section 3.1. The Proposer **must** limit communication with the designated contact to the means specified in this document. Other school board employees, representatives of Nassau County School Board and members of the Selection Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the proposers or their representatives. Any contacts made with other school board employees, representatives of Nassau County School Board or members of the Selection Committee will be reported to the Finance Department. Proposers shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of Nassau County School Board or representative of Nassau County School Board in connection with this competitive procurement.

3.8 **Addendum**

Nassau County School Board may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Executive Director of Business Services. No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted to the same website where this RFP is posted, at <http://www.nassau.k12.fl.us> It shall be the responsibility of the proposer to be sure they received all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Nassau County School Board.

END OF SECTION 3

SECTION 4: PREPARATION OF PROPOSALS AND REQUIRED CONTENT

4.1.1 Proposal Preparation

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP and completeness and clarity of content.

4.2 Required Information and Format

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that **eight (8) copies (the original and seven (7) duplicate copies) be submitted. Included with the original proposal will be 2 CD-ROM's each containing Attachments A and B in the appropriate formats as indicated.** The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 120 days from the day after the deadline for receipt of proposals.

The proposal shall include the following information and consist of the following sections labeled:

Tab 1 – Compliance Requirements

This is a compliance section and carries no evaluation points. Proposers must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Required Response Form refers to page 1. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted. The enclosed original Required Response Form is the only acceptable form.
- Provide a Letter of Transmittal that provides an executive summary of two (2) pages or less and gives a concise summation of the proposal.
- Proposer must demonstrate financial stability to Nassau County School Board. Proposer must provide at a minimum the following financial information
 - A statement regarding proposer's financial stability including information as to current or prior bankruptcy proceedings.
 - Bank reference
 - Vendor Statement of Qualifications (See **APPENDIX A**)

- Sample contract
- Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- Drug-Free Workplace: If applicable, sign the Drug-Free Work Place Certification form (See **APPENDIX B**). Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- Respondent must complete and submit the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (See **APPENDIX C**) included in this package.
- Respondent must complete and submit the “Non-Collusion Affidavit” (See **APPENDIX D**) included in this package.

Tab 2 - Onsite Medical Clinic RFP Worksheet-Attachment A

All proposers must complete the Onsite Medical Clinic RFP Worksheet, Attachment A, in full. Include a printed copy under tab 2 in your proposal and return the completed Attachment A in WORD format on CD.

Tab 3 - Plan Services and Cost-Attachment B

All proposers must complete the Plan Services and Cost Worksheets, Attachment B, in full. Complete all three worksheets. Each worksheet is on a separate tab. Include a printed copy under tab 3 in your proposal and return the completed Attachment B in EXCEL format on CD.

Tab 4 – Additional Information

Since data not specifically required must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section entitled “Additional Information”. If there is no additional information to present, state in this section “There is no additional information that we wish to present.”

Tab 5- Confidential Materials

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials (APPENDIX E) and Description of Confidential Materials (Exhibit A) shall be submitted in this section.

END OF SECTION 4

SECTION 5: EVALUATION OF PROPOSALS

Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Proposals will be evaluated by a Selection Committee comprised of representatives from Nassau County School Board with consultants from Miller Health Group. Consultants from Miller Health Group participate as non-voting members of the Selection Committee and will help the committee with answers to any questions they may have of the data being submitted by firms responding to this RFP as well as preparation of summary documents, validation of information submitted in the proposals, etc.

The Selection Committee reserves the right to interview any or all proposers and to require a formal presentation/interview with the key people who will administer and be assigned to work on the contract before recommendation of award. This presentation/interview is to be based upon the written proposal received. Respondents should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations (presentations/interviews) may not be solicited from all respondents.

Decisions on finalists and specific interview times will be released on or about May 26, 2010. **All respondents should be prepared to participate in finalist presentations/interviews on May 26, 2010.**

The Selection Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the Selection Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached. Proposers are cautioned to provide their best offer initially.

A recommendation for award will be presented to the Superintendent of Schools, who will in turn present a recommendation for award to the Nassau County School Board. The recommendation for award of the RFP will be posted for review by interested parties at Nassau County School Board Administrative Offices, 1201 Atlantic Avenue, Fernandina Beach, FL on or about May 31, 2010 and will remain posted for a period of at 96 hours.

The evaluations will be completed in a two step process. In step one, the Selection Committee will evaluate all responsive proposals submitted utilizing the criteria listed in Section 5.1. The committee will score and rank all responsive proposals and determine a short list to be finalists for further consideration. In step two, the committee will consider presentations/interviews with finalists. The presentation/interview will be evaluated utilizing the criteria listed in Section 5.2. A vendor's past performance may be used in the evaluation process. The Selection Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the Selection Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

The scoring system below shall be applied throughout the evaluation process for the evaluation of the written responses and the presentations/interviews. A score of 0 is least favorable and a score of 4 is the most favorable in all sections.

Responsive proposals will be scored by the Selection Committee in accordance with the following scale:

- 0 = Unresponsive: Did not respond to the question.
- 1 = Below Average: Appears to meet many of the basic requirements, specifications or provisions, but appears to be lacking in some essential aspects.
- 2 = Average: Appears to adequately meet minimum requirements, specifications or provisions, appears to be generally capable of meeting Nassau County School Board's needs.
- 3 = Above Average: Appears to more than adequately meet the minimum requirements, specifications or provisions, and appears to exceed them in some aspects.
- 4 = Exceeds Expectations: Appears to exceed minimum requirements, specifications or provisions in most aspects.

The Selection Committee member's score multiplied by the "weighted value" assigned to each of the criteria in Section 5.1 below equals the total score.

5.1 Submittal Evaluation Criteria

The Selection Committee shall rank all proposals which meet the minimum requirements and which include the required submittals. The evaluation factors will include but not necessarily be limited to the criteria listed below.

Criteria	Weighted Value
Company Background and Administration	10
Services Provided	10
Facilities and Staffing	20
Electronic Interface Capabilities	15
Network Referrals	10
Communications and Reporting	5
Cost and Performance	30

All respondents should be prepared to participate in presentations/interviews.

Presentations/interviews will be scored by the Selection Committee in accordance with the following scale:

- 0 = Unresponsive: Did not respond to the question.
- 1 = Below Average: Appears to meet many of the basic requirements, specifications or provisions, but appears to be lacking in some essential aspects.

- 2 = Average: Appears to adequately meet minimum requirements, specifications or provisions, appears to be generally capable of meeting Nassau County School Board's needs.
- 3 = Above Average: Appears to more than adequately meet the minimum requirements, specifications or provisions, and appears to exceed them in some aspects.
- 4 = Exceeds Expectations: Appears to exceed minimum requirements specifications or provisions in most aspects.

The Selection Committee member's score multiplied by the "weighted value" assigned to each of the criteria in Section 5.2 below equals the total score.

5.2 Presentation/Interview Evaluation Criteria

Criteria	Weighted Value
Ability to Perform Work	20
Experience	10
Cost and Health Plan Utilization Savings	30
Cost Containment Strategies	15
Ability to Meet Nassau County School Board's Needs	25

END OF SECTION 5

SECTION 6: GENERAL TERMS, CONDITIONS and INFORMATION

6.1 Posting of RFP Award Recommendation:

RFP recommended awards will be posted for review by interested parties, at the School Board Administrative offices at 1201 Atlantic Avenue, Fernandina Beach, Florida on or about May 31, 2010, and will remain posted for a period of 96 hours.

6.2 School Board Obligations

Nassau County School Board accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Nassau County School Board reserves the right to select qualified responses to this RFP without discussion of the responses with the respondents. Nassau County School Board reserves the right to reject any or all submitted proposals.

6.3 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP. Nassau County School Board will expect the vendor to provide the services requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of Nassau County School Board will be final in this regard.

Costs of preparation of a response to this request for proposal are solely those of the proposer, and Nassau County School Board assumes no responsibility for any such costs incurred by the proposer.

6.4 Lobbying

Proposers are hereby advised that lobbying is not permitted with any school board personnel, representatives of Nassau County School Board, Board Members or Selection Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 3.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member, school board personnel, and representatives of Nassau County School Board or Selection Committee members on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.5 Disclosure of Proposal Content

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to

use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.

B. Nassau County School Board is governed by the Public Record Law, Chapter 119 Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081 (1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter “Confidential Material”), may be exempt from disclosure.

C. Nassau County School Board assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

If a respondent submits Confidential Material, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Material and each pertinent page must be clearly labeled “confidential” or “trade secret”. The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with the executed Agreement, the School Board shall execute the Agreement and send the respondent a “Receipt for Trade Secret Information.”

RETURN APPENDIX D *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE FOR PURPOSES OF EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

6.6 Time

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for Nassau County School Board are from 8:00 a.m. to 4:00 p.m., Monday through Friday, except Board holidays.

6.7 Public Entity Crimes Statement and Convicted Vendor List

In accordance with Section 287.133(2) (a), Florida Statutes, the following information is part of this RFP:

A 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, may not submit a bid on a contract with 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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representative, is presently debarred suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

6.8 **Discriminatory Vendor List**

Per the provisions of Florida Statute 287.134(2)(a), “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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.” The prospective proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

6.9 **Preference for Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal. (See **APPENDIX B**)

6.10 **School Board Responsibilities**

The timely performance of the scope of services is the responsibility of proposer. Nassau County School Board agrees to provide the following assistance to proposer:

- Agree to a clear definition of the scope of services and various proposer responsibilities
- Provide available written documentation and access to staff.
- Provide a School Board liaison to give input to the proposer and answer questions

If there are other resources that the proposer will require of Nassau County School Board please list them in your proposal.

Nassau County School Board agrees to provide proposer with all available data in its possession relevant to the proposer’s services. Proposer agrees to keep Nassau County School Board fully apprised of work in progress and shall notify Nassau County School Board in the event of any unanticipated problems or delays.

6.11 **Protest Procedures**

Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 96 hours of receipt of bid solicitation or posting of the bid tabulation with recommendation and must file a formal written protest within ten days following the filing of Notice of Protest. Failure to observe such timeliness will constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid tabulations shall be posted at 1201 Atlantic Avenue, Fernandina Beach Florida after the intended recommendation is announced on or about May 31, 2010. This tabulation shall remain posted for a minimum period of 96 hours.

6.12 **Insurance Requirements**

The awarded proposer shall procure and maintain at their sole expense insurance of the types and in minimum amounts stated below:

INSURANCE	LIMITS
<u>Worker's Compensation</u> Florida Statutory Coverage/ Employers' Liability	Statutory Limits/ \$500,000 each accident
<u>Commercial General Liability</u> Premises-Operations: Contractual Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate combined single limit, for bodily injury & property damage
<u>Business Automobile Liability</u> All owned autos or any auto if vehicles other than owned are used.	\$1,000,000 combined single limit
<u>Professional Liability</u>	\$5,000,000

Professional Liability: The awarded firm shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded firm holds harmless Nassau County School Board and each officer, agent and employee of Nassau County School Board 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 awarded firm or anyone employed by the awarded firm. This policy must be continued or tail coverage provided for two years after completion of this project.

Nassau County School Board shall be named as a certificate holder and an additional insured on the certificate for all required liability insurance. All insurance must be issued by a company or companies approved by the School Board.

The proposer shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the vendor. **A Certificate of Insurance shall contain the provision that the Nassau County School Board LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the vendor shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board. Notwithstanding anything to the contrary stated elsewhere herein, neither party shall be liable for consequential, incidental, indirect, punitive or special damages even if the party is advised as to the possibility of such claims.

6.13 **Patents and Royalties**

The Respondent, without exception shall indemnify and save harmless the Nassau County School Board, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Nassau County School Board, Florida. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

In addition, Nassau County School Board shall maintain all rights to the written documentation, electronic media and other materials provided by the proposer in response to this proposal.

6.14 **Compliance with The Jessica Lunsford Act**

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.edline.net/GroupHome.page> for a list of links to requirements regarding the Jessica Lunsford Act.

6.15 **Non-Warranty of Specifications**

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk, and verification of all information herein, shall rest solely with the proposer. Neither Nassau County School Board nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures.

6.16 **Other Information**

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of Nassau County School Board.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 120 days, to provide Nassau County School Board with the services specified in the proposal.

All proposals, whether accepted or rejected, shall become the property of Nassau County School Board.

Nassau County School Board reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of Nassau County School Board to do so. Nassau County School Board reserves the right to waive irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Executive Director of Business Services may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

Nassau County School Board reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a

contract pursuant hereto, if it is in the best interest of Nassau County School Board to do so. The decision of Nassau County School Board will be final in this regard.

The proposer shall designate a Project Manager who shall be the primary contact for the proposer.

END OF SECTION 6

SECTION 7: CONTRACT INFORMATION

7.1 Contract Period

The term of this Agreement will be effective on or about August 02, 2010 and shall be for a term of three years. The Board reserves the option to extend the contract period for two additional one-year periods provided the vendor is in agreement. The term of any contract shall be subject to the cancellation/termination provisions contained in this RFP.

7.2 Option to Extend Term of Contract

Nassau County School Board shall have the right and option to extend the term of the Contract(s) for additional periods upon mutual agreement of both parties. All covenants and provisions of the Contract(s) shall be and remain in full force and effect during any extension period of the Contract(s). Any request for an increase in fees or expenses that would take effect during an extension of the contract term must be submitted by the vendor prior to approval of any contract extension by Nassau County School Board. Extension of the contract will in part be dependent upon acceptability of cost, service, contractor stability and market conditions. Contract extension rates (for the fourth contract year and beyond) shall be provided to the Board at least 120 days prior to the date in which the contract renewal option will take effect.

7.3 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if necessary) by Nassau County, and
- The successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

7.4 Agreement for Services

Nassau County School Board may require an Agreement which will include provisions, among others, addressing matters such as:

- Contract costs
- Contract modifications
- Contract termination
- Disputes

The requirements appearing in this RFP will become part of the contract with the awarded vendor. The contract between the parties will consist of a written Agreement (if required by the Nassau County School Board), the RFP (including addenda), and the successful proposal, together with any modifications that are agreed to by Nassau County School Board and the vendor. This will constitute the complete agreement between the proposer and the Nassau County School Board.

Nassau County School Board will consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to Nassau County School Board.

7.5 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Nassau County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Nassau County School Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be subject to limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Nassau County School Board to enforce this agreement shall be born by the contractor.

The Indemnification/Hold Harmless provisions shall survive the termination of any contract with Nassau County School Board.

Awardees recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by Nassau County School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

7.6 **Sub-Contracts**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and The School Board of Nassau County

The proposer(s) will be fully responsible to Nassau County School Board for the acts and omissions of the sub proposer(s) and their employees. After award of contract,

any changes in subcontractors or sub-proposers requires prior Nassau County school Board written approval.

7.7 **Assignment of Contract and/or Payment**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of Nassau County School Board.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of Nassau County School Board.

7.8 **Joint Proposal**

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. Nassau County School Board shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

7.9 **Funding out/Termination**

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

Nassau County School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of Nassau County School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. “This written notification will thereafter release Nassau County School Board of all further obligations in anyway related to the services covered herein.”
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

7.10 **School Security**

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement may be delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by Nassau County School Board:

1. **Unauthorized Aliens.** Nassau County School Board considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm’s subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
2. **Possession of Firearms.** Possession of firearms will not be tolerated on School Board property. No person, who has a firearm in their vehicle, may park their vehicle on Nassau County School Board’s property. Furthermore, no person may possess or bring a firearm on Nassau County School Board property. If any employee/independent contractor of the awarded vendor, or any of its subcontractors, is found to have brought a firearm(s) on to Nassau County School Board’s property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If subcontractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the subcontractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with subcontractor who fails to terminate said employee/independent contractor, Nassau County School Board may terminate this agreement. “Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be

converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its subcontractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. Nassau County School Board shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its subcontractors' employees/independent contractors, will not be tolerated on Nassau County School Board's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on Nassau County School Board's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a subcontractor fails to terminate said employee/independent contractor, the agreement with the subcontractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the subcontractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee/independent contractor, Nassau County School Board may terminate this Agreement.
5. Compliance with the Jessica Lunsford Act. See Section 6.14

7.11 **Dispute Resolution**

Except with respect to injunctive relief, neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

7.12 **Other Contracts**

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor.

7.13 **Default**

In the event that the awarded proposer(s) should breach this contract Nassau County School Board reserves the right to seek remedies in law and/or in equity.

7.14 **Legal Requirements**

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

7.15 **Permits and Licenses**

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Nassau County.

7.16 **Intellectual Property Rights**

The proposer(s) will indemnify and hold harmless, Nassau County School Board from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by Nassau County School Board. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with Nassau County School Board.

7.17 **Termination of Contract for Cause**

Nassau County School Board shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the awarded vendor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded vendor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which Nassau County School Board may terminate this Contract. In the event Nassau County School Board shall elect to terminate this Contract for cause, Nassau County School Board shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to Nassau County School Board for immediate cancellation. Upon cancellation the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by Nassau County School Board, prior to the effective date of termination. The awarded vendor shall have no further rights, and Nassau County School Board shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by Nassau County School Board.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

7.18 **Force Majure:**

Performance of obligations under this RFP and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

END OF SECTION 7

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your proposal packet. Include this completed checklist along with your proposal. Items checked **Required** must be submitted at the time you submit your proposal or your proposal may be declared non-responsive or points could be subtracted from your evaluation score. Items checked **Requested** should be submitted at the time you submit your proposal to facilitate the evaluation process, but will not be cause for declaring your proposal non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest (See Section 3.6)	10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Information from Section 4.2	12-13
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	31
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Respondent Statement of Qualifications (Appendix A)	33
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) (Appendix B)	34
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 (Appendix C)	36
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Non-Collusion Affidavit (Appendix D)	39
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Disclosure Agreement for Confidential Materials (Appendix E) ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED	44
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Onsite Medical Clinic RFP Worksheet (Printed and in Word on CD)	Attachment A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan Services and Cost (Printed and in Excel on CD)	Attachment B

RESPONDENT'S STATEMENT OF QUALIFICATION

Appendix A

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract? ☐ Yes ☐ No
2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract?
☐ Yes ☐ No
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☐ No
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☐ No
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No
7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies.

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

DRUG FREE WORKPLACE CERTIFICATION FORM

Appendix B

In accordance with Florida Statute 287.087, 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 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 employee 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)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the following page in accordance with these instructions.
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 change circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "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 form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," 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 Non-procurement 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.

Form AD – 1048 (1/92)

U.S. DEPARTMENT OF AGRICULTURE
Appendix C

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE
FOLLOWING PAGES)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Organization Name

P/R Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of

exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

This NON-COLLUSION AFFIDAVIT was published in the Partnership in Purchasing Issue No. 37, dated Winter 1994-95 by the South Eastern Regional Office (SERO) of the USDA. National School Lunch and Breakfast Sponsors are encouraged to use this form on Bids and contracts for \$25,000 or more per year. Each State Agency, School Board or School Food Authority (SFA) may elect to require the use of this certification as part of a responsive bid or contract at their discretion.

This document is designed to protect State and local agencies from becoming targets of antitrust violations such as bid rigging schemes, price fixing agreements and market or customer allocations.

If a bidder signing the affidavit is ever found guilty of unlawful procurement or antitrust activities, these documents can and will be made available to Federal or State Agency officials in taking appropriate criminal and/or civil actions against said bidders.

- 1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.**
- 2. This non-collusion affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.**
- 3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.**
- 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.**
- 5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.**
- 6. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.**

Appendix D

Nassau County School Board-Onsite Medical Clinic
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APPENDIX E
NON-DISCLOSURE AGREEMENT

For
CONFIDENTIAL MATERIALS

RFP #2010-01

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE FOR PURPOSES OF EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the Nassau County School Board, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The Nassau County School Board and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the Nassau County School Board for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate Nassau County School Board's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to Nassau County School Board in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;
- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board’s prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party’s confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party’s information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board’s ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade

secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

Nassau County School Board
Susan Farmer; Executive Director of Business Services
The School Board Nassau County
1201 Atlantic Avenue
Fernandina Beach, Florida 32034

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Nassau County, Florida, or the Federal District Court for the Middle District of Florida.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

CONTINUED ON NEXT PAGE

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

Nassau County School Board

Respondent

BY: _____
Signature

BY: _____
Signature

NAME: Dr. John L. Ruis

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____
Signature

NAME: _____

TITLE: _____

DATE: _____