

**REQUEST FOR PROPOSALS
FOR THE CITY OF FORT WALTON BEACH**

**RFP #17-015
EMPLOYEE HEALTH CLINIC & RELATED SERVICES**



Issued By:

**Purchasing Division
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org>**

Date of Issue: May 9, 2017

City of Fort Walton Beach, Purchasing Division
 105 Miracle Strip Pkwy, SW
 Fort Walton Beach, Florida, 32548
 850-833-9523



REQUEST FOR PROPOSAL	
RFP 17-015 – EMPLOYEE CLINIC & RELATED SERVICES	
Posting Date	MAY 9, 2017
Purchasing Contact	Giuliana F. Scott, Purchasing Agent 850-833-9523 / gscott@fwb.org
Opening Date & Time	June 13, 2017, 2:30 PM, CST
Bid Opening Location	City Hall Annex Bldg, Conference Room, 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information</u> : Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	Mail to: FWB Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. **ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.**

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana F. Scott, CPPB
 Purchasing Agent – City of Fort Walton Beach
 105 Miracle Strip Pkwy SW
 Fort Walton Beach, FL 32548
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

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SECTION 1 - FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

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NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

1.2 ADDENDUM PAGE RFP #17-015

The undersigned acknowledges receipt of the following addenda to the Documents
(Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.3 REFERENCES RFP 17-015

Proposer shall submit as a part of their proposal package, four (4) current client references with name of the customer, address, contact person, and telephone number. Preference will be given to those references that reflect similar size to the City, and breadth of coverages which you are proposing.

REGARDING PROPOSER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.4 DRUG-FREE WORKPLACE FORM RFP 17-015

The undersigned vendor, on _____, 2017, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.5 PUBLIC ENTITY CRIME FORM – RFP 17-015

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after June 13, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to June 13, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to June 13, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2017, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

1.6 QUESTIONNAIRE (Please format proposal in same order as listed here):**1.6.1 Firm Qualifications - Please include the following information about your firm:**

- 1.6.1.1 Qualifications and experience of the respondent, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would contract for services to the City.
- 1.6.1.2 List at least three current contracts for the services described in this RFP for public entities (preferably within state of Florida), indicating the type of public entity, the name and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. If no contracts with public entities exist, please provide current contracts for services described in the RFP for three (3) other entities to include information listed above. (Please include in a separate section as outlined on the Proposal Format Instructions Page)
- 1.6.1.3 Identify whether the medical services were performed on-site in a facility that was dedicated to the particular employer group only or if the services were performed in an off-site facility owned and operated by the company.
- 1.6.1.4 Have any contracts been terminated for any reason? If so, please elaborate.
- 1.6.1.5 Key Person Designation – Identify the individual who will have primary responsibility for the contract with the City of Fort Walton Beach.
- 1.6.1.6 Claims and Complaint History – List any claims filed against the respondent (or its agents or employees) with the respondent’s liability insurance carrier for professional error and omissions, including the nature and resolution of such claims; list all written complaints filed with local, state or federal regulatory agencies, business organizations, or other outside agencies against the respondent or any of its agents or employee within the past five (5) years, together with an explanation of their resolution.
- 1.6.1.7 Any other information that the respondent believes would be helpful to the City in evaluating the respondent’s ability to provide the services described in this RFP. Please provide performance results, if available, from current clients (i.e. return on Investment).

1.6.2 Primary Care

- 1.6.2.1 How are appointments scheduled? Are walk-in visits allowed?
- 1.6.2.2 How do you handle emergency visits?
- 1.6.2.3 Is the appointment scheduling process available online?
- 1.6.2.4 Describe the types of medical issues that can be addressed on-site.
- 1.6.2.5 Will the facility be able to provide (yearly) Fire Fighter physicals? The City currently provides approximately thirty-six (36) FF physicals each year.
- 1.6.2.6 Will medications be dispensed on-site? If so, please elaborate on the selection process, scope and type to be administered, as well as the cost and/or claims filing process for dispensed medications.
- 1.6.2.7 What is the standard procedure to be utilized when a disease process escalates?
- 1.6.2.8 Please provide the following information on your proposed medical staff:
- Minimum Qualifications
 - Job Duties for each individual
 - Estimated Hourly Pay Rate(s) including benefits
- 1.6.2.9 Describe training that clinical staff receives prior to clinic implementation. Also describe what ongoing training clinical staff receive after clinic is operational?
- 1.6.2.10 Will your physician(s) have hospital privileges? At what facilities and/or locations?
- 1.6.2.11 Describe the primary care case management process.
- 1.6.2.12 What is the standard procedure if the medical team is not available on the day the care is needed?
- 1.6.2.13 What is the standard procedure if a problem occurs after hours?
- 1.6.2.14 Confirm that charges will not be on a Fee-for-Service basis and will not be billed to the medical plan. Identify any deviations.
- 1.6.2.15 Are medical staff rates guaranteed for the length of the contract? If not, please provide details on increases during the contract term.
- 1.6.2.16 Describe techniques for promoting/supporting wellness plan.

1.6.3 **Clinic Operations & Management**

- 1.6.3.1 What is your standard appointment length of time?
- 1.6.3.2 How do you accommodate appointments that exceed the standard length of time?
- 1.6.3.3 How are staff vacations, sick time, etc. accommodated for in the clinic? Describe any additional charges related to this coverage.
- 1.6.3.4 How do you accommodate medical emergencies?
- 1.6.3.5 Based on the utilization provided, what staffing do you recommend?
- 1.6.3.6 How often is staffing analyzed for additions or reductions in time and services?
- 1.6.3.7 How will you communicate recommended changes for clinic operations to the City?
- 1.6.3.8 How often will you meet with the City to review utilization?
- 1.6.3.9 Where the individual or individuals responsible will for management of the clinic be located (e.g. home office, local office, clinic facility, etc.)?
- 1.6.3.10 What do you recommend for clinic operating hours?
- 1.6.3.11 Explain your experience with adding an interlocal agreement (Addition of another agencies to clinic) to the contract. How does this factor into the clinic operations.
- 1.6.3.12 How do you work with different insurance providers (i.e. Humana/Florida Blue) with an interlocal agreement?
- 1.6.3.13 What recommendations/suggestions do you have for allowing part-time employees to participate in the health clinic for a fee?
- 1.6.3.14 What recommendations/suggestions do you have for allowing retirees to opt-in to the clinic?
- 1.6.3.15 What role would you provide when/if another agency (private or public) is added to the Clinic?

- 1.6.4 **Communication Plan & Member Services** *Please provide a proposed communication plan for introducing the on-site healthcare and wellness program and reference the ongoing communication process. Outline your company's responsibilities in these processes. Please include copies of your educational materials and timelines for distribution.*
- 1.6.4.1 How are employees expected to communicate with the medical team?
- 1.6.4.2 What recommendations do you have to help us “brand” the medical clinic?
- 1.6.4.3 How are locations of service and standard hours of operation for member services determined?
- 1.6.4.4 Can the company's website be linked with the City's website?
- 1.6.4.5 Describe your ability to communicate with an employee and dependent whose population is geographically dispersed. Provide examples if appropriate.
- 1.6.4.6 How are participants' medical test results reported to the participants?
- 1.6.4.7 Describe your ability to attend open enrollment and other City meetings as requested. Describe the costs, if any, associated with the service.
- 1.6.4.8 Discuss the frequency and type of communications that eligible persons will receive throughout the program period.
- 1.6.4.9 How will an employee access your company for Member services after hours?
- 1.6.4.10 Provide your web address and any access codes needed to explore your services.
- 1.6.4.11 Describe the Wellness initiatives that will be used and how they may integrate with the current Wellness programs offered by the City.
- Are your wellness programs web based?
 - If web based, how do you include the population without computer/internet access?
- 1.6.4.12 What role does the medical and/or support staff play in your wellness programs?
- 1.6.4.13 Do you provide Personal Health Assessment (PHA)?
- 1.6.4.14 What Incentive Program do you recommend to increase participation?

- 1.6.5 **Identification of High Risk Individuals** *Understanding there are a variety of methodologies for implementing a HRA/targeted intervention process, please explain in detail the HRA/targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation. Please keep in mind that this needs to be a confidential process following all HIPAA guidelines.*
- 1.6.5.1 How will your company identify high-risk members (i.e. health risk assessment, member services calls, medical claims data, pharmacy claims data, etc.)?
- 1.6.5.2 Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.
- 1.6.5.3 Describe the process for engaging an individual with a targeted health condition
- 1.6.5.4 What Health Risk Assessment (HRA) will your company use and how long have you used it? Please provide a sample HRA in your response.
- 1.6.5.5 Is your health risk assessment available both on-line and off-line?
- 1.6.5.6 Please describe turnaround time for each of the following areas:
- Providing the HRA results to individuals.
 - Contacting individuals for possible interventions.
 - Providing City with a summary report of the initial HRA results.
- 1.6.5.7 Please describe how your organization would provide a system to assist HRA participants in completion of their questionnaires and in the interpretation of their personal profile.
- 1.6.5.8 Describe how your organization will set and reach participation goals.
- 1.6.5.9 What level of participation can the City expect in years one, two and three of this program?
- 1.6.5.10 Explain how your HRA monitors and reports individual change from year to year?
- Are these results in aggregate form to the City?
 - If so, please provide an example report.
- 1.6.5.11 Describe how your organization will set and reach participation goals.

1.6.5.12 Describe the process for engaging an individual with a targeted health condition.

1.6.5.13 Describe the process for person(s) you are unable to reach.

1.6.6 **Measurement Tools & Results** *Address how you would propose to review clinic operations and its effectiveness. This should include standards and measurement criteria for clinic healthcare activities, costs, outcomes, HRA, disease management, member services, member intervention, and educational materials.*

1.6.6.1 How would you propose measuring outcomes and success of the overall program?

1.6.6.2 Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide examples, and note the frequency and delivery method of reports that you would provide to the City.

- Clinic healthcare activity report
- Clinic Capacity Report
- HRA and member profile report
- Member participation report
- Financial summary/savings report
- Management reports online

1.6.6.3 Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program. Please include the following, if applicable:

- Program Outcomes
- Utilization Measures (list measures)
- Member Satisfaction
- Changes in the Cost of Care
- Productivity/Absenteeism (list indicators)

1.6.6.4 Describe how employee satisfaction with the provided services is measured and reported to the City. On what frequency is employee satisfaction measured?

1.6.6.5 Describe how your Plan specifically evaluates the effectiveness of primary care case management.

1.6.6.6 How are administration fees, prescriptions, and labs billed (how will you address this topic with interlocal agreement) or outline alternate billing arrangements with interlocal agreement.

1.6.7 **HIPPA Compliance**

1.6.7.1 Is your firm HIPAA compliant?

1.6.7.2 Describe your system for the assurance of personal health data security.

1.6.7.3 Have your network security systems ever been breached? Describe.

1.6.8 **Proposed Program Costs & Estimated Savings**

1.6.8.1 Please include the following in your detailed pricing proposal.

- Administration fees (please note payment basis e.g. PEPM, per hour, percentage of costs, etc.)
- Start-up costs / fees
- Staff costs
- Supply costs
- Pharmacy costs (if applicable)
- Detailed savings projections, including savings in the following areas:
 - Primary Care / Specialist Visits
 - Prescription Drugs

1.6.8.2 Please provide a detailed listing of all services included in your administrative fee.

1.6.8.3 Please provide cost associated with any type of medical records transfer fee.

1.6.8.4 How many years are fees and rates guaranteed?

1.6.8.5 Explain the procedure for increasing or reducing future clinic/medical staff hours. Describe any changes to the administration fee as a result of these changes.

1.6.8.6 Please detail your contract opt-out period and specify if it may be initiated with or without cause, or both.

1.6.8.7 Will laboratory costs be run through the medical plan or as a pass through to the City? What labs do you use?

1.6.8.8 Cost to provide annual fire fighter physicals?

- 1.6.8.9 If the proposer uses a prescription formulary, provide a copy of the formulary along with associated prescription costs. If you are proposing to customize prescription drugs based on usage data, please provide a list of prescription drugs that will be utilized with associated costs.
- 1.6.8.10 Provide a copy of a sample invoice and backup.
- 1.6.8.11 Address your willingness to enter into a performance guarantee and how the performance criteria and penalties might be defined.
- 1.6.8.12 Please include the following in your detailed pricing proposal based on the following assumptions:

Facility open 24 hours per week:

Staffing: 1 Physician (MD or DO) @ \$_____ per hour

1 LPN @ \$_____ per hour

1 Medical Assistant @ \$_____ per hour

- Administration fees
- Start-up costs / fees
- Staff costs
- Supply costs
- Pharmacy costs (if applicable)
- Facility costs
- Indicate all payment terms and conditions

- 1.6.8.13 Please provide a breakdown of potential savings, including medical and prescription drug claims, to the medical plan by offering on-site services through your firm.
- 1.6.8.14 Address your willingness to enter into a performance guarantee and how the performance criteria and penalties might be defined.
- 1.6.8.15 Provide a sample of any performance guarantees you have currently offered or have offered to current or prospective clients.
- 1.6.8.16 Please provide a listing of the top ten supplies your Clinic will stock and the price the City will pay for each of these supplies.
- 1.6.8.17 Provide costs for the following services:
- Cholesterol Test
 - Blood Sugar Test
 - Lab Processing Fees
 - Strep Test
 - Flu Test
 - Flu Shot
 - Standard X-ray (Fracture) * if x-ray equipment included in clinic
 - Chest X-Ray * if x-ray equipment included in clinic

- EKG
- DOT Physical
- Firefighter physical

1.6.8.18 Will laboratory costs be run through the medical plan or as a pass through to the City?

1.6.8.19 If the proposer uses a prescription formulary, provide a copy of the formulary along with associated prescription costs. If you are proposing to customize prescription drugs based on usage data, please provide a list of prescription drugs that will be utilized with associated costs.

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2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Conference Room at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

2.2 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

2.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

2.3.1 Independent Contractor Status; Indemnity: At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

2.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

2.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.

2.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In

the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

- 2.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.3.7 Hold Harmless / Indemnification Provision: The successful Proposer shall hold harmless, indemnify and defend the City, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed thereunder, whether or not due to or caused by negligence of the City, its members, officials, officers or employees, excluding only the sole negligence of the City, its members, officials, officers and employees.
- 2.3.8 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 2.3.9 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- 2.3.10 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into

for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

2.4 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "proposer's certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the proposer's certification is not submitted with the proposal.

2.5 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.6 **FLORIDA PROMPT PAYMENT ACT:**

2.6.1 **Proper Invoice:** For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:

2.6.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.

2.6.1.2 Amount due, applicable discounts, and the terms of payment.

2.6.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.

2.6.1.4 The purchase order or contract number as supplied by the City.

2.6.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.

2.6.2 **Delivery Of Invoice:** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.

2.6.3 **Delivery Acceptance Required:** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department,

acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

- 2.6.4 Invoice Dispute Procedure: If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.7 **CONFLICTS**: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

- 2.7.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches.
- 2.7.2 The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City.
- 2.7.3 The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

2.8 **DRUG FREE WORKPLACE CERTIFICATION**: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.9 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES**: The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules

to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

2.10 INSURANCE & PERFORMANCE BONDS: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

2.11 BID BOND REQUIREMENTS: Bid bond will not be required.

2.12 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

2.12.1 Workers Compensation

- 2.12.1.1 Coverage A: in conformity with Florida Statutes
- 2.12.1.2 Coverage B: \$500,000/\$500,000/\$500,000

2.12.2 Commercial General Liability Each occurrence for:

- 2.12.2.1 Bodily Injury/ Property Damage: \$1,000,000
- 2.12.2.2 Personal and Advertising Injury: \$1,000,000
- 2.12.2.3 Products/Completed Operations Aggregate: \$2,000,000
- 2.12.2.4 General Aggregate: \$2,000,000
- 2.12.2.5 Fire Damage: \$100,000
- 2.12.2.6 Medical Payments: \$10,000
- 2.12.2.7 Contractual Liability where applicable

2.12.3 Business Automobile Liability

- 2.12.3.1 Combined Single Limit: \$1,000,000

2.12.4 Professional Liability – Errors & Omissions Coverage:

- 2.12.5.1 Per Occurrence: \$1,000,000
- 2.12.5.2 Aggregate: \$1,000,000

2.12.5 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate

2.12.6 Policy Provisions

- 2.12.6.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.
- 2.12.6.2 Coverage shall apply as Primary and non-contributory.
- 2.12.6.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
- 2.12.6.4 Notice will be delivered in accordance to Policy Provisions.

2.13 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

2.13.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

2.13.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.13.2 Exception to this Local Merchant Preference policy shall apply to:

2.13.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.

2.13.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.13.3 The City Council may waive application of the local merchant preference.

2.14 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.15 PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

2.15.1 Consultant shall keep and maintain public records required by the City

to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

- 2.15.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Consultant does not transfer the records to the City.
- 2.15.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
- 2.15.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.15.5 Failure of Consultant to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.15.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

3.0 SCOPE OF SERVICES; SPECIAL TERMS AND CONDITIONS OF PROPOSALS AND CONTRACT:

3.1 **PURPOSE:** The City of Fort Walton Beach (the “City”) is seeking experienced and qualified firm(s) that demonstrate the highest level of ability to provide on-site medical and prescription drug coverage to the City of Fort Walton Beach.

3.2 **INTENT:** The City is soliciting proposals for the operation of an Employee Health Clinic, as well as services providing prescription drug and other related services through the use of appropriate medical providers to City employees, officials and their dependents.

3.2.1 The health clinic will be available to all individuals who are enrolled in the City of Fort Walton health insurance plan, including employees, spouses and children.

3.2.2 The City of Fort Walton Beach will actively be seeking an inter-local agreement with other municipalities. The City plans to pay administration costs and direct health care costs related to our employees directly to our provider. We will split the cost of staff and facility costs with the other municipalities/partners involved in the clinic.

3.3 OVERVIEW:

3.3.1 The City of Fort Walton Beach is a Gulf coast community located in northwest Florida, in the Panhandle area, about 40 miles east of Pensacola. Incorporated in 1941, the City is a political subdivision of the State of Florida. The legislative branch of the City is composed of seven elected Council Members and a Mayor. The City Manager is responsible for the execution of FWB’s established and adopted policy. (Please visit our official web site, www.fwb.org). The City of Fort Walton Beach currently participates in a partially self-insured (POOL) plan with Florida Blue.

3.3.2 PROFILE OF THE CITY OF FORT WALTON BEACH

DATE OF INCORPORATION: June 16, 1941	
FORM OF GOVERNMENT: Council & Manager	PAVED STREETS: 93.12 miles
GEOGRAPHIC AREA: 7.41 square miles	SIDEWALKS: 64.73 miles
TAXABLE ASSESSED VALUE: \$1,224,824,933	WATER & SEWER LINES: 283.67 miles
CITY MILLAGE RATE: 5.7697	STORM DRAIN: 42.05 miles
POPULATION: 20,869	POLICE STATIONS: 1 FIRE
EMPLOYEES: 349 positions, 295.58 FTE’s	LIBRARIES: 1 MUSEUMS: 4
SWORN POLICE OFFICERS: 43	18-HOLE GOLF COURSES: 2
FIREFIGHTING PERSONNEL: 36	ACRES OF PARKS: 206

3.4 **BACKGROUND:** The current group medical benefits program is provided by Public Risk Management (PRM) via Blue Cross Blue Shield of Florida, which has provided medical insurance since 2001.

3.5 **TERM:** It is the intent of this solicitation to secure a source for Employee Clinic & Related Services for the City of Fort Walton Beach, Florida for a period of two (2) years, with four (4) two (2) year options.

3.6 **PLAN YEAR:** The current insurance coverage plan anniversary is October 1, 2017 through September 30, 2018, concurrent with the City's fiscal year. **All proposals are expected to comply with a plan year October 1, 2017 through September 30, 2018.** This includes providing a time-line for the clinic to be fully operational.

3.7 **SCOPE OF SERVICES:** The Successful Proposer(s) shall provide medical and related services through a facility furnished by the City, to employees and their dependents to include but not be limited to:

- Primary care
- Health risk assessments
- Acute and urgent care
- Immunizations
- Injections
- New hire physicals
- Exams and screenings
- Prescriptions and pharmaceutical dispensing
- Disease management
- Primary care case management

3.7.1 **Staffing** - The City would like staffing to include a medical doctor(s) and necessary support staff for the City's employee and dependent population.

3.7.2 **Health Risk Assessments** - In addition to on-site healthcare, the City desires on-site medical services to provide health risk assessments to identify high risk individuals. The provider will be expected to work with, and add to, the existing wellness programs of the City to provide educational, intervention and incentive programs.

3.7.3 **HIPAA** - The Proposer must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) and Clinical Laboratory Improvement Act/Amendments (CLIA).

3.7.4 **Medical Administrative Services:** Except for the collection of premium to the successful Proposer and, as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the clinic.

3.7.5 **Facilities:** The City is currently looking at an option to lease a medical facility in the City of Fort Walton Beach, This facility has four (4) exam rooms, a lobby and reception area, storage, bathrooms and a breakroom. The City is requesting the successful proposer to provide an evaluation of the facility including recommendations regarding lease options, design and build-out plans for this medical facility.

3.8 SCOPE OF SERVICES QUESTIONNAIRE: In order for the City of Fort Walton Beach to fully understand your services please complete the Proposal Questionnaire as thoroughly and succinctly as possible. **Proposals should be organized in the format described in Section 1.6.**

3.9 MINIMUM QUALIFICATIONS: Proposer must demonstrate prior experience in providing on-site medical services in the desired format for a dedicated employee group, preferably in the public sector.

3.10 REFERENCES: Agent proposers should provide at least four references for which similar coverage and services have been provided in the past three years. References from the City's general geographic area and from similarly sized Florida cities, counties, municipalities and/or other governments are preferred.

3.11 ACCESS TO CLAIM FILES: The proposer agrees that the City shall have reasonable access to all claim files created as a result of the claims services to be provided by the successful proposer. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) days advance written notice, all claim files for review by the City. Further, upon written request of the City, the successful Proposer shall make available to the City at the City's offices and within ten (10) days after the written request, a complete copy of selected files identified by the City.

3.12 OWNERSHIP OF CLAIM DATA:

3.12.1 The City shall have all right, title, interest and ownership to all loss statistics created as a result of the services to be provided by the successful Proposer.

3.12.2 Further, at the sole option of the City, and upon fourteen (14) calendar days' written notice, the successful Proposer shall provide such data to the City.

3.12.3 At the termination of the contract, the successful Proposer shall provide the City with electronic media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.

3.13 AUDIT: Proposers shall state to what extent they will allow the City to audit or, to permit designees on behalf of the City, to audit the proposer's files and procedures as they relate to the City.

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4.0 SUBMISSION REQUIREMENTS

4.1 **ECONOMY OF PREPARATION:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP. **Submit one unbound original and four hard copies (a total of five); plus one electronic copy on a compact disk or flashdrive.** Proposals shall be brief and to the point as possible, while still meeting proposal requirements.

4.2 **FORMAT:** To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format and order as specified below (Sec 4.2.1 – 4.2.8). The page count for the proposals shall not exceed 75 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 1 of this RFP, section dividers, or Items 5.2.1 through 5.2.3 of this section:

4.2.1 **TITLE PAGE:** Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

4.2.2 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4.2.3 **EXECUTIVE SUMMARY:** (2 page) The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services.

4.2.3.1 At a minimum, the Executive Summary should contain the following information:

- Name and address of Proposer's office;
- Business History & Organization
- The branch office (if any) that will perform the services described.
- The Principal-in-Charge of the branch office.
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- Chronological history of the firm, proving a minimum of ten (10) years of experience in work similar to the scope of this RFP.

4.2.3.2 A statement from the firm which states, to the best of its knowledge, that there are no circumstances that shall cause a conflict of interest in performing services for the City of Fort Walton Beach.

4.2.4 **QUESTIONNAIRE:** (Follow order of Sections 1.6.1 thru 1.6.8)

4.2.5 **TIMELINE:** Provide a proposed implementation timeline beginning at the date of contract approval.

4.2.6 **EXCEPTIONS & RESTRICTIONS:** Should the respondent take any exception to any provision or requirement contained in this RFP, it must be clearly stated in the applicable section.

4.2.7 REFERENCES

4.2.8 SAMPLE CONTRACT

4.2.9 USE OF PROPOSAL FORMS - Proposers should complete the appropriate Proposal Forms included in Section 1 of this RFP, as well as the Proposal Questionnaire. All blanks on the Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Proposal Forms need not be completed for services not being proposed.

4.2.9.1 Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

4.2.9.2 If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

4.2.9.3 **Please follow Proposal Questionnaire Formatting as described on Section 1.6.**

4.3 **SIMILAR CLIENTS & REFERENCES:** Proposers shall supply a list and description of at least four (4) similar clients over the past five (5) years, along with the contact information of the client.

4.4 **MINORITY BUSINESS ENTERPRISE:** Identify whether the Proposers, or any of the Proposer's team qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703.

4.5 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.6 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.7 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

4.8 **INTERVIEWS:** A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein.

4.9 **PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

4.10 **ALTERNATE PROPOSALS:** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.11 **ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at www.floridaproposalsystem.com and/or on the City's website at www.fwb.org. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.12 **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP's and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify **specifically** any such information contained in their proposals and cite specifically the applicable exempting law.

4.13 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.14 **RESPONSE TO SCOPE OF SERVICES:**

4.14.1 **Contact Restrictions for Proposers:** All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.fwb.org. Any such contact shall be cause for rejection of your proposal.

4.14.2 All proposers shall direct communications and inquiries to:

Giuliana Scott, Purchasing Agent
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org

4.14.3 Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SEALED BID DO NOT OPEN

SEALED RFP#: 17-015

RFQ TITLE: Employee Clinic & Related Services

DUE DATE/TIME: 6/13/2017 2:30 PM – Central Time

4.15 **VENDOR PROTESTS:** Proposers or Respondents who do not agree with the City Council’s recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after award.

4.16 **NEGOTIATIONS**

4.16.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer’s best terms from a cost or price and technical standpoint.

4.16.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

4.17 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

- 4.17.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 4.17.2 The City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4.17.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.
- 4.17.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

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5.0 EVALUATION OF PROPOSALS - It is intended that one firm shall be selected to perform services on behalf of the City. The City of Fort Walton Beach's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

5.1 Selection Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the selection committee will score each proposal based on the assigned evaluation criteria.

5.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. June 27, 2017 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

5.3 Rating System - The Selection Committee will rate all proposals utilizing the Weighted Rating System (see Section 5.6 – 5.7). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

5.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The City reserves the right to conduct interview(s) with vendors in person or by the telephone. The City also reserves the right to contact references and establish an interview(s) with references in person or by the telephone.

5.5 The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

5.6 Evaluation Criteria: Proposals will be evaluated by the City of Fort Walton Beach's Evaluation Committee using the following criteria:

- 5.6.1 Ability, Capacity, Skill of Firm (40%)
- 5.6.2 Costs (20%)
- 5.6.3 Experience with Health Clinic Operation (20%)
- 5.6.4 References (10%)
- 5.6.9 Local Merchant Preference (5%)
- 5.6.10 Minority/Disabled Veteran/Woman/Veteran-owned Business (5%)

5.7 EVALUATION CRITERIA SCORING:

Proposal Evaluation Form				
Evaluator:		Date:		
Respondent:				
Criteria	Rating *	x	Weight	Score:
1. Ability, Capacity, Skill of Firm (40%)			0.40	
2. Costs (20%)			0.20	
3. Experience with Health Clinic Operation (20%)			0.20	
4. References (10%)			0.10	
5. Minority Business Enterprise (5%)	0 or 5		0.05	
6. Local Vendor Preference (5%)	0 or 5		0.05	
			100%	
Subtotal of Points				
Total Weighted Score:				

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

5.7.1 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

5.8 **QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION**

5.8.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.

5.8.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.

5.8.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full

understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

5.8.4 **Questions** - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

5.8.5 Additionally, the city prohibits communications initiated by a proposer to the City official or employee evaluating or considering the proposals prior to the time an award decision has been made. If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

5.9 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

5.9.1 **All proposers shall direct communications and inquiries to:**

Giuliana F. Scott, Purchasing Agent
gscott@fwb.org or 850-833-9523
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SECTION 6 - EXPOSURE, LOSS DATA AND CONTRACT PROVISIONS

6.1 **SOURCE OF INFORMATION:** The City of Fort Walton Beach, FL and current vendors and carriers supplied all data and statistical information. In some instances, data was retyped for clarity. If there are omissions, additional data is not readily available.

6.2 **Exhibits: Please refer to the following documents posted on www.fwb.org/Purchasing:**

6.2.1 Exhibit A – FWB Census

6.2.2 Exhibit B – Monitoring by Utilization & Enrollment

6.2.3 Exhibit C – Medical High Cost Claims

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO PROPOSERS**BID NUMBER: RFP# 17-015****Date: May 9, 2017**

The City of Fort Walton Beach will accept sealed proposals at City Hall until June 13, 2017, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at City Hall Annex Building, Conference Room, 105 Miracle Strip Parkway SW, FL 32548 for the following:

EMPLOYEE CLINIC & RELATED SERVICES

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.FloridaBidSystem.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org.

Additional technical information relative to this proposal may be obtained from Giuliana F. Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 17-015 – EMPLOYEE CLINIC & RELATED SERVICES**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.