

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**RFCSP-0813-OPCHC**

**FOR:** On-Site Primary Care Health Clinic

**PROPOSAL DEADLINE:** Tuesday, August 6<sup>th</sup>, 2013  
2:00 p.m.

Request for Competitive Sealed Proposals for the above will be received by the San Benito Consolidated Independent School District (**SBCISD**) ATTN: Ms. Emma McCall, Business Manager, at the Administration Building located at 240 North Crockett Street, San Benito, Texas 78586.

Interested prospective vendors may obtain specifications and information by accessing our website at: **www.sbcisd.net**. Prospective vendors must adhere to the proposal form requirements included therein as prospective vendors response to this request. If prospective vendors are unable to access our website or need additional information prospective vendors may contact **Mr. Adrian Garcia, Purchasing Agent, SBCISD**, 240 North Crockett Street, San Benito, Texas 78586, telephone number (956) 361-6390.

This RFCSP is reserved, as the interest of the **SBCISD** may require, **SBCISD** to reject any or all proposals, and to waive any formalities in proposals received and accept the proposal most advantageous to the **SBCISD**.

Emma McCall  
Business Manager  
San Benito CISD

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
GENERAL REQUIREMENTS AND CONDITIONS**

**BID ITEM: On-Site Primary Health Clinic**

**BID NO.:RFCSP-0813-OPCHC**

**A. OPENING SEALED BIDS:**

- (1) All sealed bids shall be received in the office of the Business Department, 240 N. Crockett, San Benito, Texas, 78586, where they will be opened publicly on the date and at the time as advertised (Refer to Invitation to Bid). Bids shall be opened by the administrators of the Purchasing and Business Office; at least two administrators shall be present at the bid opening.
- (2) The closing time for sealed bids is final. Bids received after the closing time will not be opened or considered. (See Invitation to Bid).
- (3) Submitted bids are final and may not be altered. Vendors may, however, submit sealed alternative bids before the closing time to substitute prices on their formal bid, in which case only the substitute prices on their formal bid will be considered.
- (4) No bid can be withdrawn after opening without approval of the administrator of the Business Department based upon a written acceptable reason.

**B. BID QUOTATION FORM:**

- (1) Bids should be submitted in a sealed envelope. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, number and the time and date to be opened.
- (2) Bids must show the full name and address of the bidder if different than name and address shown on the bid request. Failure to manually sign bid will disqualify it. Person signing bid should show title of authority to bind their firm to a contract.
- (3) Bid cannot be altered or amended after opening time. Any alternations made before opening time must be signed by the bidder or his agent. Withdrawal of a bid, or failure to honor a bid, may result in the deletion of the company from future bid requests.
- (4) Prices should be F.O.B. Destination, inside delivery. If otherwise, they must show the exact or estimated cost to deliver.
- (5) **Delivery:** Bid must show the number of days required to deliver the articles to the specified location under normal conditions after receipt of an order. Failure to state the delivery time obligates the bidder to make delivery in 14 calendar days. Tailgate delivery to school locations are not acceptable. Delivery shall be made during normal working hours unless prior approval has been obtained from the District.
- (6) **Installation:** The successful bidder shall provide the following services and requirements at no additional cost above the initial bid price on machinery or furniture: provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, completing assembly and adjustment by a trained installation mechanic and removing all debris. Machinery is to be complete and made ready for electrical and/or fluid service connection by the School District. After connection, the machine is ready, started, checked and malfunction for the equipment is corrected. All materials, equipment and labor to place machinery in top operating condition or to fully assemble furniture must be provided.
- (7) Unit price on quantity specified must be bid, extended and total shown. In case of errors in extension, unit price shall govern.
- (8) Bid prices must be firm for acceptance 60 days from bid opening date.
- (9) The District is exempt from Federal Excise Tax, State Tax and Local Tax. Tax is not included in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificated will be furnished upon request.

**C. ITEMS BID INSTRUCTION:**

- (1) Any catalog, brand name or manufacturer's reference or specifications used in the bid request is descriptive not restrictive. It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bids must show manufacturer, brand, model, etc. of article offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc. as specified.
- (2) Samples, when requested, must be furnished at no cost to the District. If not destroyed in examination, they will be returned to the bidder upon request at his expense. Each sample, when requested, should be marked with bidders name and item number on the bid. Bid must not be enclosed in or attached to sample.
- (3) All items bid must be new, in excellent condition, including containers suitable for shipment and storage, unless, otherwise indicated on the bid.

**D. BID PROPOSALS/APPROVAL:**

- (1) All accepted bids will be tabulated and awarded as provided under Approval/Awarding of Bids; all contracts will be awarded in accordance with Texas Education Code 44.031 (b).
- (2) All contracts of personal property in excess of 50,000.00 shall require Board approval.
- (3) After the bids have been opened and tabulated they will be available for those interested to copy or study; they shall not, however, be removed from the Purchasing Department.
- (4) If no acceptable bids are received, the proposed acquisition will be re-advertised seeking an acceptable bid.
- (5) The District reserves the right to accept or reject all or any bid, waive minor technicalities and award the bid to best serve the interest of the District.
- (6) The District reserves the right to purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions as bid.
- (7) All items quoted must conform to appropriate Local, State and Federal ordinances, statutes and regulations governing the sale and utilization of the items.

**E. ON ALL BUILDING OR CONSTRUCTION CONTRACTS:**

The district shall require the contractor to certify in writing that he provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. And the district shall require from the general contractor a certificate of workers compensation coverage of his subcontractors, if any, relating to coverage of his subcontractor's employees

**F. VENUE:**

Both parties agree that venue for any litigation arising from this contract shall like in Cameron County, Texas.

**G. GRATUITIES:**

The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

**SPECIFIC INSTRUCTIONS IN THE SPECIFICATION SECTION OF THIS BID INVITATION WILL TAKE PRECEDENCE OVER THESE GENERAL REQUIREMENTS AND CONDITIONS.**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RFCSP-0813-OPCHC**

**On-Site Primary Care Health Clinic**

**GENERAL REQUIREMENTS**

**SECTION 1**

**1.1 Scope**

The intent and scope of **SBCISD** is to engage Prospective vendors to propose an on-site Primary Care Health Clinic, to include, a.) a on-site medical staff, with managed care b.) a wellness and prevention medical service c.) Biometric health risk assessment (HRA) services and d.) Implementation and Communication Strategy and e.) an on-site Dietician.

**1.2 Facts and Statistics**

At present SBCISD operates 12 elementary schools, 3 middle schools, 1 ninth grade academy and 1 high school. The SBCISD employs approximately 1844 employees.

The successful vendor chosen will be the sole provider of Primary Care coverage for the Managed Care Plan option, the vendor will be the optional provider Primary Care for the other plans listed in Attachment A. The Managed Care plan is a new plan that was approved by the Board for a 10-1-2013 effective date. **The successful vendor will be required to coordinate referrals for services provided outside of the Primary Care Clinic with the TPA for the Managed Care Plan.** A detailed Plan description is located in Attachment A, attached herein.

The current group health enrollment is in Attachment B, attached herein.

The monthly payments made to the current On-site Clinic provider is on Attachment C, attached herein.

The Monthly Billing Detail is located in Attachment D, attached herein.

The current contract with Managed Care I.S.D. will expire on September 13<sup>th</sup>, 2013. It is the intent for SBCISD to contract with the successful proposer on or before September 1, 2013.

**1.3 Terms of Services/Contract**

It is the desire of SBCISD to enter into a three-year contract with the successful proposer. At the discretion of SBCISD it will have the option for two, one-year renewals. SBCISD will also consider one, two, three year proposals.

**SECTION 2**  
**GENERAL INFORMATION**

**2.1 Release Date**

Request for Competitive Sealed Proposals specifications will be available on our website: [www.sbcisd.net](http://www.sbcisd.net) or on July 18<sup>th</sup>, 2013, from Mr. Adrian Garcia, Purchasing Agent, **SBCISD**, 240 North Crockett, San Benito, TX 78586.

## **2.2 Proposals May Be Withdrawn Before Proposal Due Date/Time.**

Proposals may be withdrawn at any time prior to the proposal due date / time. Alteration made before due date must be initialed by Prospective vendor guaranteeing authenticity of said alteration. Alterations that are not initialed by the Prospective Vendor shall be rejected by the **SBCISD**.

## **2.3 Prospective Vendors to Apprise Themselves of All Available Information**

Prospective vendors should thoroughly examine these RFCSP documents. **SBCISD** believes the information in said RFCSP documents accurately reflects the **SBCISD** Employee's on-site primary care medical clinic; however, **SBCISD** does not guarantee the accuracy of said RFCSP document information and advises prospective vendors to verify the accuracy of this information.

## **2.4 Proposals Should Be In Conformance with the Specifications**

Care should be taken to respond to the requested proposals as closely as possible. The **Request for Competitive Sealed Proposals** specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regard to the specified in-force benefits. Proposals that are not submitted as a "no loss no gain" proposal should be clearly identified and marked on each page of the proposal as follows: "ALTERNATIVE PROPOSAL". The prospective vendor's failure to mark said proposal as instructed shall be considered a waiver and the proposal shall be deemed in accordance with these specifications.

## **2.5 The Prospective Vendors Is Responsible to Verify Information**

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the prospective vendor.

### **SECTION 3 CONDITIONS OF PROPOSALS**

#### **3.1 Preparation of Proposals**

All information required by the proposals form shall be furnished. The attached Proposal Response Form must be used. Failure to use the Form will withdraw your proposal from consideration.

#### **3.2 Alternate Proposal- Request for Proposal**

Alternate Proposals will be considered. All alternate Proposals should be clearly marked as instructed in Part 2; Paragraph 2.4 above. Prospective vendors are encouraged to be creative and to present their most competitive coverage and pricing.

#### **3.3 Requirements and Qualifications of Prospective Vendor**

Prospective vendor shall possess the following experience and licenses:

- a) Prospective vendor/and or management team personnel warrant the prospective vendor is duly qualified, capable, bondable business entity, and has not filed for bankruptcy, and the prospective vendor is not in receivership; nor contemplates bankruptcy and / or receivership.

- b) Prospective vendor/and or management team personnel must have previous experience within the State of Texas, and will furnish bona-fide references within their proposals to substantiate this experience.
- c) All questions prior to the closing date should be directed by email to:  
San Benito CISD  
Adrian Garcia  
Purchasing Agent  
Phone: (956) 361-6390  
Email: agarcia@sbcisd.net  
Emailed, written questions are requested as well as contact person phone number for response. Inquiries should make reference to specific section numbers in **Request for Competitive Sealed Proposals**
- d) All questions asked in the RFCSP will be used in making a selection and should be addressed by section and number on attached vendor response forms.
- e) Prospective Vendors must include a copy of the prospective vendor's current errors & omissions insurance policy's declaration page and the successful prospective vendor must furnish a certificate of insurance in favor of **SBCISD** that provides **SBCISD** with a thirty (30) day notice of change, modification or cancellation of said errors & omissions insurance policy.

### **3.4 Rejection of Proposals**

**SBCISD** may reject any or all Proposals whenever it is deemed in the best interest of to do so. **SBCISD** may also waive informalities or irregularities in any Proposal. **SBCISD** also reserves the right to accept or reject any portion of the proposal at its own discretion. Receipt of any proposal shall, under no circumstances, obligate **SBCISD** to accept the lowest proposal. The award of the contract shall be made to the responsible prospective vendor, whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of price, quality, service and other evaluation factors and the selection criteria set forth in Section II herein. If prospective vendors consider any portion of prospective vendors proposal to be confidential information and that disclosure of its contents to competing prospective vendors would be detrimental to prospective vendor's company, the prospective vendor must clearly identify those portions.

**It is the responsibility of the responding prospective vendor to separate all information the prospective vendor considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled as follows: "CONFIDENTIAL INFORMATION".** The identified portions will be protected from disclosure to the extent possible under the law.

### **3.5 Request for Competitive Sealed Proposal Process**

Request for Competitive Sealed Proposal will be opened so as to avoid disclosure of each proposal's contents to competing prospective vendors. Proposals shall not be made public during the process of negotiation if **SBCISD** chooses to negotiate with prospective vendors. However, all proposals shall be open for public inspection after the award of the contract, except for any bona-fide trade secrets and/or confidential information contained in the proposal that has been identified "CONFIDENTIAL INFORMATION" as provided in Part 3; Paragraph 3.4 of this RFCSP.

### **3.6 Blank**

**3.7 Blank**

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**3.9 Request for Clarification or Objection to RFCSP Specifications**

If a prospective vendor is in doubt as to the meaning of the RFCSP specifications or other proposal documents or any part thereof, the prospective vendor may submit in writing, at least five (5) days prior to proposal deadline, a request for clarification or objection to:

Adrian Garcia  
Purchasing Agent  
San Benito CISD  
Email: [agarcia@sbcisd.net](mailto:agarcia@sbcisd.net)

All requests for information or objection shall be made in writing and the prospective vendor submitting said request shall be responsible for prompt delivery. Any interpretation of the Request for Competitive Sealed Proposals, if made, will be made by Addendum duly issued to all prospective vendors by the **SBCISD**. A copy of such Addendum will be mailed or delivered to each prospective vendor receiving the RFCSP. **SBCISD** will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this Request for Competitive Sealed Proposals must be filed in writing with Ms. Emma McCall, Business Manager on or before five (5) days prior to the proposal due date.

**SECTION 4**  
**PUBLIC ADVERTISEMENT AND PROPOSAL/BID DEADLINE**

**4.1 Request for Competitive Sealed Proposal**

**SBCISD** will advertise for Request for Competitive Sealed Proposal in whatever publications **SBCISD** deems necessary to obtain the most qualified applications. In addition, **SBCISD** will have this "Request for Competitive Sealed Proposal" on its website: <http://purchasing.sbcisd.net/category/bids/>

**4.2 Required Response Format and Contents**

This ***Request for Competitive Sealed Proposal (RFCSP) consist of FIVE (5) specific subject areas***. Prospective vendors are required to complete specification information area #1; #2; #3, #4 and #5. The following specific subject areas must be completed by all prospective vendors that are submitting a proposal to this RFCSP:

- a) Specification Information Area #1 – Prospective Vendor’s cover letter and Anti-Collusion Certification Submission Form
- b) Specification Information Area #2 – Prospective Vendor/Client References
- c) Specification Information Area #3 – Vendor’s Qualifications ‘
- d) Specification Information Area #4 – Professional Liability
- e) Specification Information Area #5- Proposal Response Form

#### **4.3 Overview of RFCSP Specific Subject Areas**

##### **Specific Information Area # 1. - Cover Letter and Anti-Collusion Certification Submission Form**

Prospective vendors RFCSP will include the prospective vendor's cover letter at the beginning of the proposal. The prospective vendor's cover letter shall provide a brief summary of the information presented in the RFCSP; names, telephones, e-mail addresses, company's website and fax numbers of persons authorized to provide any clarification required of the proposal submitted. The cover letter should include the name of the persons authorized to conduct final RFCSP negotiations.

Prospective vendors must use, complete and execute the enclosed Anti-Collusion Certification Submission Form.

Proposals that do not include the complete and execute the enclosed Anti-Collusion Certification Submission Form shall be deemed to be rejected by the **SBCISD**.

##### **Specific Information Area #2 – Client/Vendor References Form, see attached**

##### **Specific Information Area #3 – Prospective Vendor's Qualifications**

###### Qualification Data

- a) Relative Financial Data, including Balance Sheet and Income and Expenses Statement
- b) Quality of Reports – Submit Samples of Actual ROI on Current clients
- c) Plan Administration
- d) Statements stating that the prospective vendor has not filed for bankruptcy and that prospective vendor is not in receivership.

##### **Specific Area #4 – Prospective Vendor's Professional Liability Insurance**

Prospective vendor is required to include a copy of the prospective vendor's errors & omission insurance policy's declaration page with each proposal submitted.

The prospective vendor agrees by prospective vendor's submission of this RFCSP proposal that if prospective vendor is awarded the RFCSP contract, the prospective vendor will provide SBCISD a certificate of insurance that evidences prospective vendor's professional liability errors & omissions insurance and said errors & omissions insurance shall not be cancelled, alter or changed without 30 day prior written notice to SBCISD.

**Specific Area #5 –You must use Proposal Response Form provided, Failure to do so may withdraw your proposal.**

- 4.3 Prospective vendors must submit an original RFCSP proposal and 3 copies of prospective vendor's RFCSP proposal.**

## **SECTION 5**

### **SELECTION CRITERIA**

#### **5.1 General**

This Request for Competitive Sealed Proposal (RFCSP) is an approved method of Texas competitive bidding statutes. A request for competitive sealed proposal changes the nature of a proposal and prices may be negotiated after proposals are opened and before the proposals are made public. Changes in prices of goods and services are not negotiable in Texas competitive bidding statutes; however, a request for competitive sealed proposal allows negotiation with prospective vendors to obtain the best value at the best price.

The RFCSP proposals will be evaluated by specific criteria. The **SBCISD** shall use the following selection criteria to select the prospective vendor that offers the best value to **SBCISD**. The scores assigned to each selection criteria are indicated in the selection criteria and scores chart attached herein.

Each criteria area is assigned a score from 1 and may range up to the maximum points as indicated in the assigned point column. The scores of each criteria area will be totaled for each proposal. The proposal receiving the highest criteria areas total score will be considered to be the proposal which offers the best value for the **SBCISD**.

After determining the prospective vendor that offers the best value to the **SBCISD**, the **SBCISD** may discuss with the selected prospective vendor options for cost reduction. If the **SBCISD** is unable to reach a contract agreement with the selected prospective vendor, the **SBCISD** shall terminate further discussions and proceed to the next prospective vendor in the order of the selection rankings until a contract agreement is reached or all proposals are rejected. **It is the intent of the SBCISD to award this contract Administrator to one vendor.**

The award of contract, if over \$50,000.00, will require approval by the Board of Trustees

#### **5.2 Procedures/Steps**

It is the intent of **SBCISD** to follow these procedures/steps to award contract:

- a) All proposals received will be open and proposer name read aloud.
- b) Evaluation Committee will evaluate proposals, summarize, and rank the proposals as to the best value proposal to the **SBCISD**.
- c) Superintendent reviews the evaluation committees reports and directs the next step.
- d) At the Superintendent's direction, negotiation/discussion of changes in the nature of proposals and in prices begins.
- e) After negotiations/discussions are complete, the Superintendent prepares the recommendation to the Board of Trustees for contract approval.
- f) Board of Trustees act on Superintendent's recommendation.
- g) Contract is awarded



### 5.3 Score Chart

The Evaluation Committee will include, but will not be limited to the items listed below:

	<u>Max Pts.</u>	<u>Score</u>
a) Relative financial stability and reputation of the offered	20	_____
b) Quality of Management Team and Other Staff	10	_____
c) Pricing	40	_____
d) Quality of Reporting and Actual ROI	25	_____
e) Results of Reference Inquiries on in force on site clinic	5	_____

### **SECTION 6** **HISTORICAL BACKGROUND**

The **SBCISD** has self-funded their employee benefit plan for more than ten (12) years. The **SBCISD** has a full-time Insurance Coordinator. It is important to the **SBCISD** that employees and their eligible dependents can continue to access local hospitals through a PPO Network.

### **SECTION 7** **BENEFIT SPECIFICATIONS**

It is the intention of **SBCISD** to maintain, as much as possible, the current benefit levels as described in the Section II of these specifications. Please base prospective vendor's proposal on the current level of benefits. Clearly indicate any deviations in benefits in prospective vendor's proposal and mark the proposal as instructed in Part 2, paragraph 2.4. Prospective vendors are encouraged to be creative and to present their most competitive pricing proposal utilizing the current benefit structure as a basis.

### **SECTION 8** **FUNDING SPECIFICATIONS**

### **SECTION 9** **REVIEW AND EVALUATION COMMITTEE**

A review and evaluation committee composed by those persons designated by the **SBCISD'S** Superintendent will evaluate all proposals received on or before the due date and due time. Proposals received after the due date and or due time will be returned to the prospective vendor as a rejected proposal to the **SBCISD'S RFCSP**.

**SECTION 10**  
**PLAN OPERATING DATA**

**10.1 The following attachments are an integral part of these specifications:**

- a) Attachment A: Schedule of Benefits for the Managed Care Plan and the current benefit structure
- b) Attachment B: Group Health enrollment
- c) Attachment C: Monthly Payments made to current On-site Clinic Provider-from inception to June 2013.
- d) Attachment D: Copy of Monthly billing from Managed Care I.S.D. our current provider.

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RFCSP-0813-OPCHC  
On-Site Primary Care Health Clinic**

**Attachment A**

**Current Schedule of benefits and the new Managed Care Plan effective 10-1-2013**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RFCSP-0813-OPCHC  
On-Site Primary Care Health Clinic**

**Attachment B**

**Group Health Enrollment**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RFCSP-0813-OPCHC  
On-Site Primary Care Health Clinic**

**Attachment C**

**Monthly Payments made to current On-site Clinic Provider-from inception to  
July 2013**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RFCSP-0813-OPCHC  
On-Site Primary Care Health Clinic**

**Attachment D**

**Copy of Monthly Billing (July 2013) from I.S.D.Managed Care our current provider.**