

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** November 13, 2019

**Presenter's Name and Title:** Randy Cross, Human Resources Director

**Prepared By:** Randy Cross

**Temp. Reso. Number:** 7071

**Item Description:** Temp. Reso. #R 7071 APPROVING THE RANKING FOR REQUEST FOR PROPOSALS NO. 19-03-21 FOR THE EMPLOYEE ONSITE HEALTH CENTER AND AUTHORIZING STAFF TO ENTER INTO NEGOTIATIONS WITH CAREATC, INC, THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER FOR AN AGREEMENT TO BE APPROVED BY THE CITY COMMISSION.

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** The clinic is estimated to cost \$1,976,005 over a 3-year period, including implementation costs in the first year. Funding is available in GL Account 501-06-062-513-603190 – Professional Services Other.

**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7071
- Attachment(s)
  - Attachment 1: RFP. No. 19-03-21
  - Attachment 2: Tabulation Sheet



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:** Vernon E. Hargray, City Manager  
**BY:** Randy Cross, Human Resources Director  
**DATE:** November 7, 2019  
**RE:** Temp. Reso. No. 7071 Authorizing Negotiations with CareATC, Inc for an Onsite Employee Health Center

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7071 approving the ranking of Request for Proposals No. 19-03-21 for the Employee Onsite Health Center ("the RFP") and staff to enter into negotiations with CareATC, Inc., the highest rated responsive, responsible proposer for an agreement to be approved by the City Commission.

**ISSUE:** Pursuant to City Code, approval of the City Commission will be required for the purchase or contract for service by a single department from the same vendor in a single fiscal year in excess of \$75,000. The City Manager is seeking approval to begin negotiations for a contract.

**BACKGROUND:** The City provides health insurance to approximately 2,000 full time employees, retirees and their dependents. The City is subjected to the ever-increasing health insurance costs that all private and public-sector organizations are facing, nationwide. Many of these costs are driven by factors that are outside of the City's control. There are also cost increases that are a direct result of the City's experience and subsequent medical loss ratio. The medical loss ratio is a performance benchmark that the industry uses to compare the cost of the services, versus the amount paid in premiums.

Although the current environment is challenging, staff has been working towards positioning the City for significant changes and improvements in cost reduction and improved delivery of health insurance and related services. The City has organized a Strategic Healthcare Committee consisting of senior level staff and representatives from each of the employee unions, which has worked with the City's benefits consultant to

recommend and implement changes to, above all, reduce costs and improve the workforce's health.

One of the major initiatives undertaken as a result of the analysis completed by the Strategic Healthcare Committee is to explore options to bring an onsite healthcare center for City employees, dependents, and retirees. Earlier this year, members of the committee met with staff from other cities in the South Florida area that have employee health centers to discuss the costs, successes, challenges and feasibility of each of these centers. Upon the completion of those visits, staff worked with the City's benefits consultant to design a Request for Proposals.

On April 9, 2019, the RFP was advertised on Demandstar to solicit a qualified vendor to develop, manage and operate an Employee Onsite Health Center. The RFP was also advertised in the Miami Herald newspaper. It closed on May 16, 2019 with a total of six proposals from CareATC, Healthstat, Memorial Healthcare, CareHere and Proactive MD.

A selection committee was formed that included representatives from the Human Resources Department, City Manager's Office, Office of Management and Budget, the General Association of Miramar Employees (GAME) Union and the Police Benevolent Association (PBA). The selection committee was supported by Gelin Benefits Group, the City's contracted Benefits Consultant.

The selection committee first met on June 20, 2019 to discuss the proposals and voted to have oral presentations for all six proposers. Oral Presentations were conducted on July 16, 2019. The selection committee reconvened on July 24, 2019 and scored the proposals. The selection committee voted to shortlist to the top four firms and requested site visits to see a clinic managed by each of the firms.

Over the next several weeks, the committee members travelled across the state to visit sites of each of the shortlisted proposers. At each visit, the committee members were given a tour of each site, met with representatives from the proposing companies, as well as government and union staff that oversaw and utilized each site. These visits were conducted on September 25, 2019, October 9, 2019 and October 10, 2019. The selection committee then met on October 22, 2019 to discuss the proposals including the information garnered from the site visits and rescored. This resulted in CareATC, Inc. being ranked as the highest rated, responsive and responsible proposer.

Approval of this resolution will authorize staff to begin negotiations with CareATC, Inc. for an agreement to develop, manage and operate the Center. It is anticipated that the negotiated contract will be brought back before the City Commission in January 2020 for approval.

Temp. Reso. No. 7071  
11/5/19  
11/7/19

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RANKING FOR REQUEST FOR PROPOSALS NO. 19-03-21 FOR THE EMPLOYEE ONSITE HEALTH CENTER AND AUTHORIZING STAFF TO ENTER INTO NEGOTIATIONS WITH CAREATC, INC., THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER FOR AN AGREEMENT TO BE APPROVED BY THE CITY COMMISSION.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City provides health insurance to approximately 2,000 full time employees, retirees and their dependents and is subjected to the ever-increasing health insurance costs that all private and public-sector organizations are facing, nationwide; and

**WHEREAS**, the City has organized a Strategic Healthcare Committee consisting of senior level staff and representatives from each of the employee unions, which has worked with the City's benefits consultant to recommend and implement changes to, above all, reduce costs and improve the workforce's health; and

**WHEREAS**, the Strategic Healthcare Committee explored options to bring an onsite health center for City employees, dependents, and retirees; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 7071  
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11/7/19

**WHEREAS**, members of the committee met with staff from other cities in the South Florida area that have employee health centers to discuss the costs, successes, challenges and feasibility of each of these centers and then, upon the completion of the research, worked with the City's benefits consultant, Gelin Benefits Group, to design a Scope of Services for a competitive process; and

**WHEREAS**, on April 9, 2019 Request for Proposals No. 19-03-21, for Employee Onsite Health Clinic ("the RFP") was advertised on Demandstar and in a newspaper of general circulation; and

**WHEREAS**, on May 16, 2019, the RFP closed with a total of six proposals from CareAtc, Healthstat, Memorial Healthcare, CareHere and Proactive MD; and

**WHEREAS**, a selection committee comprised of staff from the Human Resources Department, City Manager's Office, Office of Management and Budget, the General Association of Miramar Employees (GAME) Union and the Police Benevolent Association (PBA) met, discussed and shortlisted the top four proposals; and

**WHEREAS**, site visits were held at each of the four shortlisted firm's sites in which the committee members were given a tour of each site, met with representatives from the proposing companies, as well as government and union staff that oversaw and utilized each site; and

Temp. Reso. No. 7071  
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**WHEREAS**, upon the completion of the site visits the selection committee reconvened and rescored which resulted in CareATC, Inc. as the highest rated, responsive and responsible proposer; and

**WHEREAS**, the City Manager recommends that the City Commission approves the ranking for the RFP and authorize staff to enter into negotiations with CareATC, Inc. the highest rated, responsive, responsible proposer, and bring the final contract back to the City Commission for approval; and

**WHEREAS**, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the ranking the RFP and authorize staff to enter negotiations with CareATC, Inc.-- the highest rated responsive, responsible proposer for a contract and bring the final contract back to the City Commission for approval.

Temp. Reso. No. 7071

11/5/19

11/7/19

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the ranking for the RFP and authorize staff to enter negotiations with CareATC, Inc. the highest rated responsive, responsible proposer for a contract and bring the final contract back to the City Commission for approval.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7071  
11/5/19  
11/7/19

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# **REQUEST FOR PROPOSALS**

**Employee Onsite Health Clinic**

**RFP No. 19-03-21**



**The City of Miramar City Commission:**

**Mayor Wayne M. Messam  
Vice Mayor Alexandra P. Davis  
Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne**

**Vernon E. Hargray, City Manager**

**City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025**

**DATE ISSUED: Tuesday, April 09, 2019**

**CLOSING DATE: THURSDAY MAY 2, 2019  
at 2:00 P.M. EST**

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## INTRODUCTION

### INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed on one side only, with one-inch margins and single-line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and six (6) bound copies (**a total of Seven (7) and one (1) USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK  
CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

**NOTE: The Request for Proposals number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.**

**SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

**THURSDAY MAY 2, 2019 AT 2:00 P.M. EST**

**IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.**

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

# **SECTION 1**

## **GENERAL TERMS AND CONDITIONS**

### **1-1 DEFINITIONS**

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City, is domiciled within the City limits, and is in compliance with all City's licensing requirements and be current on all City taxes. If in business for less than one (1) year, firm must provide evidence of a previous business ownership within the City within the past three (3) years.

The term "Procurement Office" or "Procurement Department" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

## 1-2

### AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at [www.demandstar.com](http://www.demandstar.com) or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.



### **1-3**

#### **CONE OF SILENCE**

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

### **1-4**

#### **INTERPRETATIONS AND REPRESENTATIONS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See *also* Section 1-5 below.

## 1-5

### RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Natalie Richmond  
Procurement Analyst  
Phone: (954) 602-3196  
Fax: (954) 602-4357  
[narichmond@miramarfl.gov](mailto:narichmond@miramarfl.gov)

**OR**

Luz Bartra  
Procurement Specialist  
Phone: (954) 602-3065  
Fax: (954) 602-3631  
[lbartra@miramarfl.gov](mailto:lbartra@miramarfl.gov) ]

## 1-6

### PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference will be held on Tuesday, April 16, 2019 at 2:00 PM in the Parks and Recreation Conference Room located at 2200 Civic Center Place, 2<sup>nd</sup> Floor, Miramar, FL 33025. **Please submit all questions in writing by, April 17, 2019 to the contact person(s) listed above.**

## 1-7

### CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven (7) working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

## 1-8

### PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor registration is not required.

c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE or SBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**."

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled **“ANTI-KICKBACK AFFIDAVIT.”**

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled **“NON-COLLUSION DECLARATION.”**

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled **“NON-DISCRIMINATION AFFIDAVIT.”**

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

- p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

- q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

## **1-9**

### **MODIFICATION OR WITHDRAWAL OF A PROPOSAL**

- a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

- b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

## **1-10**

### **LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

## **1-11**

### **SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

## **1-12**

### **COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

## **1-13**

### **ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

## **1-14**

### **EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

## **1-15**

### **PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION**

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person



may make an appointment by calling the Procurement Office at (954) 602-3053.

- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

## **1-16**

### **EVALUATION OF PROPOSALS**

- a) Rejection of Proposal.
  - 1) The City may reject any Proposer's Proposal, and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.
  - 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
  - 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

- b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

- c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

- d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

## **1-17 NEGOTIATIONS**

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest ranked, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest ranked, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

**AWARD OF CONTRACT(S)**

## a) Contract(s).

The Successful Proposer understands that the City reserves the right to utilize its standard form of Contract or Purchase Order resulting from an informal Request for Proposals as the Agreement resulting from this Solicitation.

## b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

## c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

## d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

## **1-19**

### **RIGHT TO APPEAL AWARD RECOMMENDATION**

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.
- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in

the form of cash or a cashier's check, and in accordance with the schedule set forth below:

**Contract Award**

\$10,000-\$50,000

\$50,001-\$250,000

\$250,001 and greater

**Protest Filing Fee**

\$500.00

\$1,000.00

1% of the pending award or \$5,000.00,  
whichever is greater

**1-20**

**RESULTING CONTRACTOR OBLIGATIONS**

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

## **SECTION 2**

### **SPECIFIC TERMS AND CONDITIONS**

#### **2-1**

**PURPOSE: TO OBTAIN A CONTRACT FROM QUALIFIED FIRMS TO DEVELOP, MANAGE AND OPERATE AN EMPLOYEE ON-SITE HEALTH CLINIC.**

The purpose of this Solicitation is to establish a contract for the service or commodity specified herein from a qualified firm that will provide prompt and professional service. Specifically, the purpose is to select a Provider to develop, manage and operate an Employee On-Site Health Clinic.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

#### **2-2**

##### **SOLICITATION TIMETABLE**

The anticipated schedule\* for this Solicitation and the award of the Contract shall be as follows:

<b><u>Milestone</u></b>	<b><u>Timeframe</u></b>
RFP Issuance.....	Tuesday, April 9, 2019
Pre-Proposal Conference (NON-Mandatory) .....	Tuesday, April 16, 2019 @ 2:00 PM
Deadline for Clarification Questions .....	Wednesday, April 17, 2019
<b>Proposals Due to City.....</b>	<b>Thursday May 2, 2019 at 2:00 PM EST</b>
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

**\*Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

#### **2-3**

##### **TERM OF CONTRACT**

The term of the contract resulting from this solicitation shall be for a period of three years, and shall commence upon the date a Contract is executed by both parties, or if provided, the commencement date specified in the Contract, with the option to renew for two additional two-year terms.

In addition to any renewal, the Chief Procurement Officer may authorize up to a 90-day extension of the Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend the Contract for operational purposes only, for a maximum of 180 days. Any further extensions of such Contract require the approval of the City Commission.

## **2-4**

### **METHOD OF AWARD**

The award of any Contract resulting from this Solicitation will be made to the highest evaluation ranking, responsive, responsible Proposer. An Evaluation Committee will rank the Proposals in numerical order from the most advantageous to the City to the lowest, taking into consideration price and the other evaluation factors set forth in this Solicitation.

## **2-5**

### **CONTENTS OF PROPOSAL**

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

## **2-6**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **2-7**

### **ACCEPTANCE OF SERVICES BY THE CITY**

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

## **2-8**

### **SOLICITATION POINT OF CONTACT**

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Natalie Richmond  
Procurement Analyst  
Phone: (954) 602-3196  
Fax: (954) 602-4573  
[narichmond@miramarfl.gov](mailto:narichmond@miramarfl.gov)

OR

Luz Bartra  
Procurement Specialist  
Phone: (954) 602-3065  
Fax: (954) 602-3631  
[lmbartra@miramarfl.gov](mailto:lmbartra@miramarfl.gov)

## **2-9**

### **AUDIT AND INSPECTION RIGHTS**

The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by the Successful Proposer under the Contract, audit, or cause to be audited, those books and records of the Successful Proposer which are related to the Successful Proposer's performance under the Contract. The Successful Proposer shall agree to maintain all such books and records at its principal place of business for a period of three years after final payment is made under the Contract.

The City may, at reasonable times during the term of the Contract, perform such inspections as the City deems reasonably necessary to determine whether the Services and/or Work required to be provided by the Successful Proposer under the Contract conform to the terms of the Contract. The Successful Proposer shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

## **2-10**

### **AMENDMENTS AND ASSIGNMENT**

No modification, amendment or alteration of the terms and conditions contained in the Contract shall be effective unless contained in a written document executed with the same formality as the Contract.

The Successful Proposer shall not transfer or assign the performance of Services called for in the Contract without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

## **2-11**

### **GOVERNING LAW AND VENUE**

The Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to the Contract shall be in Broward County, Florida.

## **2-12**

### **NON-DISCRIMINATION**

The Successful Proposer shall represent and warrant to the City that the Successful Proposer does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Successful Proposer's performance



under the Contract on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. The Successful Proposer shall further covenant that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of the Contract.

## **2-13**

### **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

## **2-14**

### **PUBLIC RECORDS**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
  - 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3. 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 this Agreement.
  - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## **2-15**

### **SCRUTINIZED COMPANIES**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative

## **2-16**

### **MISCELLANEOUS**

- a. The Successful Proposer shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.
- b. Precautions shall be exercised at all times for the protection of persons and property. The Successful Proposer and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of the Contract. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Successful Proposer responsible for the same.
- c. The Successful Proposer understands and agrees that any information, document, report or any other material whatsoever which is given to the Successful Proposer by the City, or which is otherwise obtained or prepared by the Successful Proposer pursuant to or under the terms of the Contract, shall at all times remain the property of the City. The Successful Proposer agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.
- d. The Successful Proposer shall represent and warrant to the City that it has not employed or retained any person or company employed by the City to solicit or secure the Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of the Contract. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Contract without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- e. The Successful Proposer shall understand that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer shall agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **2-17**

### **INSURANCE**

Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance with companies and in amounts (unless otherwise specified) as City of Miramar may require:

Workers' Compensation Insurance or an ERISA plan with statutory limits, and Employer's Liability Insurance with limits of not less than:

Bodily Injury by Accident (Each Accident) \$1,000,000  
Bodily Injury by Disease (Each Employee) \$1,000,000  
Bodily Injury by Disease (Policy Limit) \$1,000,000

Policies must include a waiver of all rights of subrogation and other rights in favor of the City of Miramar; and must list the City of Miramar, including its board and employees, as additional insureds.

Commercial General Liability Insurance with limits of not less than:

General Aggregate \$2,000,000  
Products & Completed Operations Aggregate \$2,000,000  
Personal & Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Fire Damage (any one fire) \$500,000  
Medical Expenses (any one person) \$100,000

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage; and

Employee Dishonesty Insurance to protect the assets and property of the City of Miramar with limits of not less than \$500,000; and

Professional Liability / Malpractice Insurance (including coverage for claims ~ from students and employees of the City of Miramar) with limits of not less than \$1,000,000 on an occurrence basis.

Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a Self-Insured Retention of no more than \$100,000, and (i) providing coverage in excess of the coverage's of, and (ii) "following form" subject to the same provisions as the underlying policies required for Employers Liability Insurance, Commercial General Liability Insurance, Commercial Auto Liability Insurance and Professional Liability Insurance.

Contractor will deliver to City of Miramar:

Evidence, satisfactory to the City of Miramar, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to T JC, of the continued existence of all insurance prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation, Employer's Liability Professional Liability, and

Professional Liability, will name and the evidence will reflect the City of Miramar as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to the City of Miramar.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Employee Dishonesty Insurance, Professional Liability Insurance, and Umbrella/Excess Liability Insurance will be kept in force until receipt of Final Payment by City of Miramar to Contractor; and

Workers' Compensation Insurance or a qualified ERISA plan Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by City of Miramar in writing.

**Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability

insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

## **2-18**

### **ACCEPTANCE OF CREDIT CARDS**

The City of Miramar has implemented a Procurement Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

# **SECTION 3**

## **SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL**

### **3-1**

#### **PURPOSE AND INTENT OF REQUEST FOR PROPOSALS**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified organizations to develop, manage and operate an Employee On-Site Health Clinic.

The City intends to contract with the Successful Proposer for a term of three years with the option to renew for two additional two-year terms.

### **3-2**

#### **CITY BACKGROUND**

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. Miramar has experienced unprecedented growth over the past number of years, increasing in population from 72,739 in 2000 to over 140,000 in 2017. In addition to the population increase, the City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same 17-year period. Miramar is a long and narrow City, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

### **3-3**

#### **PROJECT BACKGROUND**

The City of Miramar has allocated up to 2,000 square feet of space at a dedicated space for the build out of a clinic.

The City of Miramar employees over 1,000 employees and has been with Aetna for the group medical insurance since 2015. The current program is fully insured however; the City intends on transitioning to a self-funded arrangement sometime during the next 2-3 years if not sooner. There are three medical plans offered to employees including an HMO, POS, and a high deductible health plan.

The clinic should be operational as of the fall of this year. January 1 is the start of the next health plan renewal year. The City will design incentives and programs to drive participation to the on-site health clinic and we expect support from the selected provider to help drive participation and engagement.

### **3-4**

#### **SCOPE OF SERVICES**

The Successful Proposer shall:

1. Provide access to reduced cost primary care related services;
  - Acute/Episodic care
  - Chronic condition management
  - Population Health Management
  - Health data analytics
2. Improve health outcomes for members;
3. Improve treatment and compliance for patients with chronic health conditions;
4. Provide access to health coaching and care management;
5. Reduce health costs for the City and plan members;
6. Provide health screening services;
7. Reduce reliance on emergency room and urgent care;
8. Improve employee productivity and reduce absenteeism;
9. Provide alternative options for retail pharmacy, and specialty medications.

### **3-5**

#### **LOCATIONS AND POPULATIONS SERVED**

1. The location for the clinic will be located at Miramar City Hall utilizing up to 2,000 square feet
2. On site Health Clinic will initially be available to employees, and their dependents participating in the City's health insurance plans;
3. On site Health Clinic will not be available to members of the general public; however, the City is open to sharing the clinic with other like-minded employers;
4. City-wide approach to health screenings and health risk assessments for employees, and their dependents.

### **3-6**

#### **OTHER SPECIAL REQUIREMENTS**

1. Provide a list of the agencies that have certified or recognized your firm with accreditation status as health care facility provider.
2. Provide a mobile application which gives members access to scheduling, medical records, medication refill requests, and health education content.
3. Provide a web-based portal with patient-facing tools matching mobile app functionality, as well as customer-facing tools such as real-time analytics.
4. Provide ongoing consultative recommendations to the City regarding On-Site Health Clinic operations and services.



5. Guarantee of various performance features with financial penalty provisions and periodic performance reports to the City.
6. Maintain accurate patient records and billing files.
7. Provide adequate security of patient information

### **3-7**

#### **PROPOSER RESPONSIBILITIES**

1. On-Site/Off-Site Requirements. The proposer must have a contract representative available during normal business hours. This individual must have final decision-making authority to adjust and meet all program needs. This person will have a high-level of interaction with the City.
2. Proposer Relations to The City. Proposer staff will have an ongoing relationship with City staff that is based on trust, confidentiality, objectivity, and integrity throughout the contract term. The proposer is expected to work cooperatively with staff and other stakeholders, as required. The proposer must maintain complete confidentiality.
3. Operations and Maintenance. The proposer will be responsible for operating and maintaining the On-Site Health Clinic throughout the term of the contract. Operational support involves all processes necessary to meet the requirements outlined throughout this RFP.
4. Security, Confidentiality, Auditing. The proposer must provide multiple layers of external and internal security that provides administrative, physical, and technical means to protect sensitive or confidential information, supplies, and medications used in performing the responsibilities and duties set forth in this RFP. The selected proposer must abide by all provisions in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and any and all subsequent Rules as promulgated by the Department of Health and Human Services. The proposer must provide assurance that it has effective internal controls over the operation and management of the Employee On-Site Health Clinic and processing of transactions performed under the resulting contract. Proposers must propose a detailed approach to security, confidentiality, auditing, and HIPAA compliance to be used during the contract.
5. The proposer shall preserve as confidential all information pertaining to the City business and all technical and proprietary information obtained from the City in the performance of the administrative service agreement. The proposer will agree that any data and information generated or delivered in the performance of the administrative service agreement and any information and data furnished by the City shall (1) be kept in confidence and not be disclosed to third parties without the

prior written approval of The City, and (2) shall not be used in the production, manufacture, or design of any article or material, except as provided in the administrative service agreement, without the City's prior written consent. This obligation shall survive the termination or expiration of the administrative service agreement.

6. On-Site Health Clinic Equipment. The proposer is responsible for acquiring computer hardware, computer software, diagnostic, and all other On-Site Health Clinic equipment needed to complete the scope of work described in this RFP.
7. Staffing Requirements. The proposer shall provide key personnel to perform the duties outlined in this RFP including:
  - a. A Client Manager who will be the primary point of contact for proposer's performance under the contract and who has the authority to make decisions that are binding on the proposer.
  - b. A Clinic Manager who will manage the contract on a day-to-day basis under the direction of the Client Manager. The Clinic Manager is responsible for day-to-day issues and will act as liaison to the City. The Clinic Manager must also ensure that the Clinic is adequately staffed daily, to meet customer demands.
  - c. Support personnel, to include medical and non-medical personnel who are licensed and qualified to provide medical services, case management, program policies, and member intervention strategies. Medical provider (Physician, Physician Assistant, or Nurse Practitioner) and nursing staff must meet the requirements for licensure in the applicable state. The proposer must assure that all tasks are conducted by the appropriate person. The proposer must provide staff qualified and licensed in the areas included in the scope of work.

### **3-8 MANAGEMENT AND PERSONNEL**

Include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
  - a. Age and size of the firm and local office.
  - b. Location of the office where the work on this Project is to be performed.
  - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
  - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.
4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. Reference for other government agencies are preferred (See Proposer References Form, Section 4).

### **3-9**

#### **SILENCE OF SCOPE OF SERVICES**

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

### **3-10**

#### **PROPOSAL EVALUATION AND CRITERIA**

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee.

The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require oral presentations from one (1) or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated agreement.

<b>Evaluation Categories</b>		<b>Points</b>
A.	Quality, clarity, and responsiveness of the proposal I in conformance with submission requirements in the RFP	5
B.	References / Past performance in providing employer-sponsored health clinic services to organizations similar in size and scope to the City	5
C.	Capability of providing administrative, professional, and technical resources for the services requested	10
D.	Financial assets and capabilities of the vendor	5
E.	Proposed Fee schedule for the cost of services	15
F.	Ability to customize services to the business needs of the City	15
G.	Performance guarantees by the vendor in the areas of implementation and ongoing delivery of services	10
H.	Demonstrated reduction in the cost of healthcare as a result Of increased utilization of the on-site health clinic (24-36 months)	15
I.	Website, Mobile App and other technological capabilities	10
J.	Responses to Questionnaire	10
K.	City Local Preference	5
L.	CBE/SBE Preference	5
Total Points		110

### **Scoring for References (Criteria B):**

Proposers must submit five (5) completed and signed Reference questionnaires (See Section 4) for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5$  (reference sheets)  $\times 5$  (total possible points) = 5 points

Example 2:

Firm “B” submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4$  (reference sheets)  $\times 5$  (total possible points) = 4 points

### **Scoring for Price/Fee Structure (Criteria E)**

The City has retained the services of a Consultant to assist with the evaluation of each price proposal for the award of points shown above in category A. The City reserves the right to select the price most advantageous to the City.

## **3-11**

### **CONTENT OF PROPOSAL**

#### **Proposal Format**

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.**

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	References checks with other clients
4	Proposer Background Information
5	Exceptions and Deviations
6	Other Required Forms and Attachments
7	Cost Proposal
8	Addenda
9	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are set forth in the remainder of this section.

Costs for the Proposer’s recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See “Cost Proposal” below.

## TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

### Minimal Qualifications

- Be licensed by the State of Florida to operate and staff a medical clinic. to do business in the State of Florida.
- Have been in business for a minimum of five years.

## TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Proposer should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.
3. If the Proposers is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.
4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

## TAB 3: References checks with other clients

Submit five public-entity accounts comparable in size and nature to Miramar that will qualify the Proposer to handle the City's requirements (Government references preferred).

## TAB 4: Proposer Background Information

The Proposer must respond to the Proposer Information Questionnaires in Section 4 of this RFP.

## TAB 5: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

## TAB 6: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

## TAB 7: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 4 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

## TAB 8: Addenda

Include all original, signed copies of addenda in this section.

## TAB 9: Affidavits and Acknowledgements.

**The following forms are attached at Section 4 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”.**

**FORM CHECKLIST:**

- 1) \_\_\_\_ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) \_\_\_\_ PRICE PROPOSAL SHEET
- 3) \_\_\_\_ PROPOSER INFORMATION FORM
- 4) \_\_\_\_ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) \_\_\_\_ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) \_\_\_\_ ANTI-KICKBACK AFFIDAVIT
- 7) \_\_\_\_ NON-COLLUSIVE AFFIDAVIT
- 8) \_\_\_\_ NON-DISCRIMINATION AFFIDAVIT
- 9) \_\_\_\_ BUSINESS/VENDOR PROFILE SURVEY
- 10) \_\_\_\_ EXCEPTIONS AND DEVIATIONS FORM



**SECTION 4  
SUBMITTAL FORM  
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-03-21 (Pre-Tab1)**

**PROPOSER'S NAME** (Name of firm, entity, or organization):

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE:**

( \_\_\_\_\_ ) \_\_\_\_\_

**FAX:**

( \_\_\_\_\_ ) \_\_\_\_\_

**PROPOSER'S ORGANIZATION STRUCTURE:**

**EMAIL** \_\_\_\_\_

\_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Proprietorship    \_\_\_\_\_ Joint Venture    \_\_\_\_\_ Other (explain): \_\_\_\_\_

**IF CORPORATION:**

Date Incorporated/Organized: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

States registered in as foreign Corporation: \_\_\_\_\_

**PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:**

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:**

**LIST NAMES OF 2 ESCROW AGENTS WITH LOCATIONS IN FLORIDA, THAT PROPOSER HAS WORKED WITH IN PRIOR LEASE AGREEMENTS**

**PROPOSER'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

# **PRICE PROPOSAL SHEET (Tab 7)**

## **COST OR PRICING DATA FOR PRICE PROPOSAL**

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

## **PRICE PROPOSAL SHEET (Tab 7) (CONT.)**

Each Proposer must attach Price/Fee Structure for the Scope of Services and Requirements outlined in Section 3 of the RFP. The City has retained the services of a Consultant to assist with the evaluation of each price proposal for the award of points shown above in Section 3-10. Price Proposals must include the information requested below. The City reserves the right to select the price most advantageous to the City.

1. Please include the following in your detailed pricing response (if applicable):
  - a. Administration fees
  - b. Start-up costs / fees
  - c. Staff costs
  - d. Supply costs, including Health Risk Assessments
  - e. Pharmacy costs (if applicable)
  - f. Facility costs
  - g. Indicate all payment terms and conditions
  - h. Initial HRA cost (Estimated for 1,100 HRA's – if additional charges)
2. Number of year's baseline fees is guaranteed.
3. Please provide a detailed listing of all services included in your administrative fee.
4. Identify services and charges (if any) that would be run through the medical plan.
5. Explain the procedure for adding future clinic/medical staff hours. Will the administration cost increase by adding future hours?
6. Provide a sample of any performance guarantees you have currently offered or have offered to current or prospective clients.
7. Are medical staff rates guaranteed for the length of the contract? If not, please provide details on increases during the contract term.
8. Please provide a breakdown of potential savings, including medical and prescription drug claims, to the medical plan by offering services through your firm.

9. Provide costs for the following services:

- a. Primary Care Visit (Describe services/prescription drugs that are included).
- b. Urgent Care Visit (Describe services/prescription drugs that are included).
- c. Cholesterol Test
- d. Blood Sugar Test
- e. Lab Processing Fees
- f. Strep Test
- g. Flu Test
- h. Flu Shot
- i. Standard X-ray (Fracture)
- j. Chest X-Ray
- k. Drug Screening (Qualitative)
- l. Random Drug Screening
- m. EKG
- n. DOT Physical
- o. Twin Rex shot
- p. Tetanus/Diphtheria shot
- q. Blood panel
- r. Post-Accident 5-panel Drug Testing
- s. Post-Accident Breath and Alcohol Test (B.A.T)
- t. Pre-employment Drug Screening
- u. Hepatitis B series (as part of the Blood borne Pathogen Plan)
- v. Health Fair Screening (Glucose, Blood Pressure, Bone Density, Cholesterol, height/weight)

Taxpayer Identification Number (TIN)\_\_\_\_\_

PROPOSER:\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR RESPONSE “NON-RESPONSIVE”**

## REFERENCES CHECK WITH OTHER CLIENTS (Tab 3)

Reference For (Proposer's Name): \_\_\_\_\_

Agency Giving Reference: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Develop, Manage and Operate an Employee On-Site Health Clinic?		
2	Was the firm's staff readily accessible and responsive?		
3	How would you rate the experience and expertise of the company's staff?		
4	Overall, what would you rate the firm's performance?		
5	Would your agency use this firm to provide services again? (Circle One)	<b>YES/ Satisfactory</b>	<b>NO/ Unsatisfactory</b>

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## PROPOSER INFORMATION FORM (Tab 9a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years
- (2) State of Florida occupational license type and number: \_\_\_\_\_
- (3) County (state county) Business Tax Receipt type and number: \_\_\_\_\_
- (4) City of Miramar Business Tax Receipt type and number: \_\_\_\_\_

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE  
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY  
OF MIRAMAR)

### PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- \_\_\_\_\_ yes \_\_\_\_\_ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)**

## PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 9b)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SBE Firms. Please specify the category for each Subcontractor or supplier.

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_

## PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 9b)

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



## **DRUG-FREE WORKPLACE AFFIDAVIT (Tab 9c)**

### **FLORIDA STATE STATUTE 287.087**

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

**(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

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

---

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## ANTI-KICKBACK AFFIDAVIT (Tab 9d)

STATE OF FLORIDA       }  
                                      }  
COUNTY OF BROWARD   }

ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and \_\_\_\_\_ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## NON-COLLUSIVE AFFIDAVIT (Tab 9e)

State of                    )  
                                  ) ss:  
County of                )

I, \_\_\_\_\_, the undersigned authority, being first duly sworn, deposes and says that:

a)     He/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;

b)     He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c)     Such Proposal is genuine and is not collusive or a sham Proposal;

d)     Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e)     The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

## NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 9e)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 9e)

### ACKNOWLEDGMENT

State of                    )  
                                  ) ss:  
County of                )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## NON-DISCRIMINATION AFFIDAVIT (Tab 9f)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## BUSINESS/VENDOR PROFILE SURVEY (Tab 9g)

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_**

(Choose below as applicable)

- ☐ **A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes. **(Must submit copy of City of Miramar Business Tax Receipt)**

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

# Exceptions and Deviations Form (Tab 9h)

## Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

\_\_\_\_\_  
Proposer’s Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM  
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”**



## **QUESTIONNAIRE (Tab 6)**

The proposer must answer the following questions. Please be as brief and succinct as possible when answering the following questions.

### **Section 1: Firm Qualifications**

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 serve as the primary contact to the City.
2. Please list your firm's key differentiator and detail specifically what value they offer the City.
3. Please list at least three references for the services described in this RFP for public entities of similar size and scope. Include the name and telephone number of the primary contact in charge of the contract and the years in which the services have been provided. Provide data indicating any Return on Investment (ROI) realized for those entities and how the ROI was calculated.
4. Please Identify the individual who will have primary responsibility for the contract with the City.
5. What support do you offer for site identification and clinic build out?
6. Can your firm demonstrate a return on investment?
7. Does your firm have experience working with organizations that are fully insured and self-funded or solely self-funded organizations?

### **Section 2: Core Services**

#### **A. On-Site Clinics**

1. Explain your philosophy on providing employer-sponsored clinic services.
2. How are appointments scheduled?
3. Is the appointment scheduling process available online? If so, how can patients access this service?
4. How long on average will a participant have to wait to get an appointment scheduled?
5. Is it always same day access?
6. What is the average wait time once participant has arrived for their appointment?
7. Please describe the types of medical issues that can be addressed. What is the standard procedure to be utilized when a disease process escalates?
8. 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.
9. Please provide the following information on your proposed medical staff:
  - a. Minimum Qualifications

- b. Job Duties for each individual
- c. Estimated Hourly Pay Rate(s)

10. What initial and ongoing training will clinical staff receive?

## **B. Shared-Site Clinics**

1. Do you offer shared-site clinics in addition to on-site clinics?
2. Do you have shared-site clinics operational today? Please describe.
3. What are the pros and cons of offering a shared-site clinic?

## **C. Health Assessments**

1. Explain your process for performing health assessments. Does this include a biometric screening, health risk assessment, or both?
2. Are these services provided directly or through a subcontractor?
3. List which tests are included in your biometric panel. Are health assessments completed via venipuncture or finger stick? What is the rationale behind your chosen method?
4. How are results reported to the participant? Provide a sample of participant health risk profile report that participants receive after completing the health assessment.
5. Provide a client report sample that summarizes the aggregate data results for all members participating in the health assessment.
6. Describe follow up and provide examples for low, moderate, and high-risk individuals. How do you define these categories?
7. Please describe turnaround time for each of the following areas:
  - a. Providing the screening results to individuals.
  - b. Contacting individuals for possible interventions.
  - c. Providing City with a summary report of the initial screening results.
8. Please describe how your organization would provide a system to assist participants in completion of their questionnaires and in the interpretation of their personal profile.
9. Please describe your plan to involve new employees in the health assessment process.
10. Explain how your screening monitors and reports individual change from year to year?
11. Describe any unique features related to your health assessment process.

## **D. Data Analysis & Reporting**

1. 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.
2. How do you measure customer service and patient satisfaction? How is this

- reported to the City?
3. Describe how you utilize descriptive, predictive, and prescriptive analytics.
  4. Describe your standard management reports. Please provide a recommendation and examples of reports that you would provide to the City.
  5. Describe your real-time reporting capabilities.
  6. Does your organization utilize any outside claims data? Please describe.

#### **E. Identification of High-Risk Individuals**

1. Understanding there are a variety of methodologies for implementing a targeted intervention process, please explain in detail the targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation.
2. How will your company identify high-risk members (i.e. health risk assessment, member services calls, medical claims data, pharmacy claims data, etc.)?
3. Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.
4. Will your company stratify members by severity of risk for complication? Please elaborate.
5. Do you recommend using participation incentives? If so, please describe the incentives your organization recommends.

#### **F. Patient Engagement and Patient Services**

1. Describe your ability to communicate with an employee and retiree population that is geographically dispersed. Provide examples if appropriate.
2. Discuss the frequency and type of communications that eligible persons will receive throughout the program period.
3. Describe any tools you offer to assist in digital engagement (email, text messaging, mobile app notifications, etc.).
4. How are locations of service and standard hours of operation for member services determined?
5. What is the time allowed / allotted for each appointment?
6. How do your providers outreach to a patient and their providers (if applicable) if their illness/disease escalates?
7. How will the clinic providers coordinate and communicate care with existing providers, including primary care physicians and specialists?
8. Will your physician(s) have hospital privileges? Where?
9. How will urgent care issues that cannot be treated at the clinic be handled?
10. Do you provide exclusive service to client member? If so explain.
11. Will you utilize existing resources for clinics? If so, please describe.
12. Describe your ability to communicate and service an employee population that is geographically dispersed.
13. Describe your ability to communicate with a bilingual population such as both Spanish and Creole. Provide examples if appropriate.
14. Discuss the frequency and type of communications that eligible persons will

- receive throughout the program period.
15. How can an employee access your company for member services after hours?

### **Section 3: Integrated Services**

#### **A. Chronic Condition and Lifestyle Management**

1. Do you provide lifestyle management, and/or professional health coaching services? If so, please describe your coaching model.
2. Is individual coaching offered in-person or via video?
3. Do you offer group coaching? Is there an additional cost?
4. What certifications do you require your health coaches to have?
5. Describe the coaching engagement process. Does this process vary based on risk and/or participation?
6. Do you offer any health coaching solutions for a population that is geographically dispersed? Please describe.

#### **B. Corporate Wellness Programs**

1. Describe your capabilities and experience designing and administering a corporate wellness program. How is this integrated into the clinic model?
2. Do you provide population-based health education/awareness? What topics are addressed?
3. Describe how you can assist with outcomes or result based incentive program based on improved or biometric goals.
4. Do you offer a wellness portal?
5. Can the portal be customized to the City's brand and/or existing wellness program?
6. What unique features does your portal offer?
7. How does your firm integrate with independent wellness providers such as Virgin Pulse, Rally, Vitality and others?

#### **C. Telemedicine**

1. Do you offer telemedicine services to complement the onsite services when necessary? If yes, describe your capabilities.
2. How is this service integrated into the clinic model?

#### **D. Behavioral Health**

1. Do you offer behavioral health services to complement the onsite services when necessary? If yes, describe your capabilities.
2. How are behavioral health services delivered?
3. What type of providers does your organization utilize for behavioral health?

#### **E. Physical Therapy**

1. Do you offer physical therapy services to complement the onsite services when necessary? If yes, describe your capabilities.
2. What unique features does your physical therapy service offer?

## **F. Other Services**

1. Are there any other services you can provide in coordination with your clinic to provide additional savings for the City?
2. Is there an additional cost for these services?
3. Describe any planned future enhancements to current services, or new services in development.

## **Section 4: Quality, Security, Compliance, and Accreditation**

1. How do you plan to control, monitor, and measure quality at the clinic?
2. Please describe your problem resolution/escalation process for City employee complaints or issues with the onsite clinic's staff or services.
3. Describe your clinical staff oversight.
4. Is your firm HIPAA compliant? What HIPAA compliance requirements and safeguards are in place to protect the City's/patient's personal health information (PHI)?
5. Is your firm AAAHC Accredited? If yes, please indicate how many of your facilities are accredited. If not, please indicate what agencies have accredited your organization, facility, or facilities?
6. Does your firm have any other accreditations related to quality, compliance, or continuous improvement? Please elaborate.
7. Is your firm SOC 1 and SOC 2 certified? Please elaborate. If not, please share your firm's data protection measures.
8. Please describe your system for the assurance of personal health data security.
9. Have your network security systems ever been breached? Please elaborate.

## **Section 5: Technology**

1. Please list the electronic medical record (EMR) and practice management systems to be used by clinic staff.
2. Do you offer data warehouse services? If so, is this a proprietary warehouse or do you outsource this service?
3. How do you maintain eligibility? How frequently do you accept eligibility files?
4. Do you have a mobile application (NOT a mobile website)? If so, please describe.
5. What hardware is required in the clinic and who manages and maintains/upgrades those devices – e.g. laptops, printers, internet, phone etc.?
6. List the types and frequency of data you will need from the City to implement the proposed services and business requirements.
7. Ultimately who is responsible for the organization's information technology platform and its oversight?
8. What support do you provide the clinic providers when there is an IT issue/question?
9. Describe your Data Management and Integration. Please include how your company allows for Integration with health plan, employee benefits, and wellness programs.

## **Section 6: Proposed Program Costs & Estimated Savings**

1. Explain the different pricing models you offer for your services. Which do you prefer and why? What model do you believe would be the most beneficial for our City based on our size, location and requested services?

2. Please confirm that charges will not be on a “Fee-for-Service” basis and will not be billed to the medical plan. Please identify any deviations.
3. Please include a detailed pricing proposal based on your recommendation for clinic staffing and hours.
4. Please provide pricing for optional services that can be integrated into the clinical program.
5. Please indicate the number of years baseline fees are guaranteed.
6. Are medical staff rates guaranteed for the length of the contract? If not, please provide details on increases during the contract term.
7. Please explain the procedure for adding future clinic/medical staff hours. Describe any additional administration cost to the City associated with an increase in future hours?
8. Please provide a detailed listing of all services included in your administrative fee.
9. Will laboratory costs be run through the medical plan or as a pass through to the City?
10. If the proposer uses a prescription formulary, provide a copy of the formulary along with associated prescription costs.
11. Please indicate all payment terms and conditions.
12. 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.
13. Please address your willingness to enter a performance guarantee and how the performance criteria and penalties might be defined. Provide a sample.



**Date of Issuance: April 25, 2019**

City of Miramar  
Procurement Department

**ADDENDUM No. 1**

For

**RFP No. 19-03-21**

**Employee Onsite Health Clinic**

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 2, 2019.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.**

This addendum consists of (1) page(s)

**A. DUE DATE AND TIME**

The due date and time for the RFP is hereby changed from Thursday, May 2, 2019 at 2:00 P.M. EST to Thursday, May 9, 2019 at 2:00 P.M. EST

**ADDENDUM ACKNOWLEDGEMENT**

BY: \_\_\_\_\_  
PRINT NAME SIGNATURE

COMPANY NAME: \_\_\_\_\_



**Date of Issuance: May 8, 2019**

City of Miramar  
Procurement Department

**ADDENDUM No. 2**

For

**RFP No. 19-03-21**

**Employee Onsite Health Clinic**

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 9, 2019.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 2 by including a signed copy of this form in each Proposal.**

This addendum consists of (17) pages.

**A. DUE DATE AND TIME**

The due date and time for this RFP is hereby changed from May 9, 2016 at 2:00 P.M. to May 16, 2019 at 2:00 P.M.

**B. QUESTIONS AND ANSWERS:**

1. What is the number of spouses/dependents that will have access to the health center?

**ANSWER**

There are 931 subscribers and 1,874 members.



2. What is the total number of plan members that will have access to the health center?

**ANSWER**

931 subscribers and 1,874 members.

3. Does the City of Miramar want non-plan member employees to have access to the health center?

**ANSWER**

No.

4. Occupational Health is not listed in the scope of services, but page 44 question #9 of the RFP requests pricing of services to include DOT physicals, pre-employment drug screenings, post-accident screenings BAT and drug screenings are included in the pricing requirements. Does the City want all of the services listed to be included in the scope?

**ANSWER**

The City is exploring the addition of occupational health services. A decision will be made once the City conduct a cost benefit analysis to determine if there are savings by having these services done at the new clinic.

5. What is the number of DOT physicals and drug screenings performed for City of Miramar over the past year?

**ANSWER**

141

6. How many pre-placement drug screens and post-accident drug screens are you currently performing annually?

**ANSWER**

Approximately 37 Post accident and 34 pre-placements.

7. Please describe the size and number of annual health fair screenings currently in place for the City.

**ANSWER**

The City conducts one large onsite event annually with 200-300 participants depending on the promotional activities and incentives.

8. What is the minimal number of public entity /governmental ATTACHMENTs required to be considered responsive?

**ANSWER**

Please provide five (5) references comparable in similar size and nature to the City of Miramar that will qualify your company to handle the City's requirements. Government references are preferred.

9. If the vendor does not have 5 public entity clients as requested on page 32 of the Request for Proposal, should this be included in the exceptions to the solicitation?

**ANSWER**

Please provide five (5) references comparable in similar size and nature to the City of Miramar that will qualify your company to handle the City's requirements. Government references are preferred.

10. Please provide a breakdown of employees, spouses & dependents eligible to use the clinic.

**ANSWER**

931 subscribers and 1,874 members

11. What is the annual budget for the onsite clinic?

**ANSWER**

An annual budget has not been established.

12. Is the requirement for the references five or three?

**ANSWER**

Please provide five (5) references comparable in similar size and nature to the City of Miramar that will qualify your company to handle the City's requirements. Government references are preferred.

13. Does the client expect the onsite vendor to submit claims for reimbursement for any service provided in the clinic?

**ANSWER**

The City have no expectations at this time and will evaluate several models.

14. Please describe any wellness programs currently in place, and through which vendor?

**ANSWER**

The City uses wellness services provided by Aetna. Beginning in June 2019, the City will contract with the Vitality Group to provide an online tracking and incentive platform.

15. Are Health Risk Assessments and Biometric Screening currently being performed? If so, by whom?

**ANSWER**

Yes. They are performed to a limited population. The current carrier assists in completing assessments and biometric screenings - administered by Quest Diagnostics.

16. If Health Risk Assessment and Biometric Screenings are being performed, are they done on an individual basis or in a mass event?

**ANSWER**

They have been done both on an individual basis and at mass events.

17. Is there any type of incentives for participating in any type of wellness activity? If so, please elaborate?

**ANSWER**

Currently, incentives are provided in the form of gift cards and prizes. For example, employees who participated in the biometric screening event during the 2018 Annual Health Fair received a \$50 gift card on the spot as an incentive to participate. Additional incentives are being developed via the new wellness vendor platform, Vitality Group in conjunction with the City's dedicated wellness coordinator provided through the current carrier. Additional incentives may be developed once a new clinic provider is selected.

18. What are the expectations for telemedicine in conjunction with the onsite clinic?

**ANSWER**

The City has telemedicine services through the current carrier. The party used is Teladoc. Please describe your services regarding telemedicine.

19. Is Occupation Health in the current or future scope of this project? If so

- a. Please provide an Occupational Health scope of services with associated volumes and types of services on an annual basis.
- b. How many work-related injuries were seen in 2018?
- c. In treating work-related injuries how many visits did this entail?
- d. How many pre-employment drug screens were performed in 2018?
- e. How many post-offer physicals were performed in 2018?
- f. How many DOT Exams were performed in 2018?

**ANSWER**

Occupational health will be considered for now and in the future.  
This information is not available at this time.

20. Please provide a floor plan of the planned clinic site

**ANSWER**

The City is considering multiple options. A space has not been decided upon as of yet.

21. Please describe the current process the City has in place for Health Risk Assessments and Biometric Screenings.

a. 2018 Utilization numbers

**ANSWER**

At last twice annually, the City will conduct events with Quest Diagnostics onsite and issue \$50 gift cards to employees who complete a biometric screening. The City usually attracts more than 200 participants with these types of events. The funding comes from Aetna's wellness dollars of \$75,000 annually.

22. Can the City provide zip codes for the eligible population?

- a. Home
- b. Work

**ANSWER**

Please see Attachment #9, *Census*. The Work zip code is 33025.

23. Can you provide the following information (Reporting) from the City's medical plan?

- a. Utilization Data by type/place of service
  - i. Primary Care
  - ii. Specialist
  - iii. Urgent Care
  - iv. Emergency Room
  - v. Hospital
  - vi. Physical Therapy
  - vii. Behavioral Health

**ANSWER**

Please see the image below.

<b>Utilization and Unit Cost by Medical Cost Category <sup>1</sup></b>						
	<b>Paid Amount Per Member</b>			<b>Utilization Per 1,000</b>		
	<b>Prior</b>	<b>Current</b>	<b>% Change</b>	<b>Prior</b>	<b>Current</b>	<b>% Change</b>
<b>Facility:</b>						
Inpatient Days	\$1,172	\$1,659	41.5%	238	315	32.6%
Ambulatory Visits	\$631	\$761	20.6%	398	539	35.6%
Emergency Room Visits	\$347	\$315	-9.3%	257	262	1.9%
<b>Subtotal Facility:</b>	<b>\$2,150</b>	<b>\$2,735</b>	<b>27.2%</b>			
<b>Professional:</b>						
Specialist Office Visits	\$180	\$185	2.9%	2,456	2,476	0.8%
Primary Office Visits	\$133	\$140	4.7%	1,914	1,941	1.4%
Surgeries - Inpatient	\$71	\$73	2.7%	47	52	10.0%
Surgeries Ambulatory Facility	\$87	\$96	10.1%	160	181	13.2%
Surgeries - Office	\$163	\$107	-34.6%	604	605	0.1%
Medical Service Visits	\$675	\$707	4.7%	3,937	4,353	10.6%
<b>Subtotal Professional:</b>	<b>\$1,310</b>	<b>\$1,307</b>	<b>-0.2%</b>			
<b>Ancillary</b>						
Radiology Services	\$279	\$328	17.6%	2,356	2,280	-3.2%
Lab Services	\$240	\$230	-4.2%	12,145	12,974	6.8%
Home Health Visits	\$66	\$80	20.6%	319	500	56.9%
Mental Health Visits	\$71	\$105	48.7%	677	967	42.9%
Medical Pharmacy	\$235	\$357	52.2%	13,593	29,703	118.5%
Misc. Medical (State Assessments)	\$0	\$0	N/A	0	0	N/A
<b>Subtotal Ancillary:</b>	<b>\$890</b>	<b>\$1,099</b>	<b>23.6%</b>			
<b>Grand Total</b>	<b>\$4,350</b>	<b>\$5,142</b>	<b>18.2%</b>			
<b>Encounter:</b>						
Primary Physician				0	0	N/A
Specialist Physician				0	0	N/A
Lab/Radiology				177	0	-100.0%
Other				0	0	N/A
<b>Total Encounter:</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>177</b>	<b>0</b>	<b>-100.0%</b>

24. What are your goals in providing a clinic for your employees?

**ANSWER**

The City's goal is to provide more personalized services to employees, increase preventive care screenings, reduce the cost of healthcare, and to provide employees with convenient access to healthcare.

25. Will pre-65 retirees be eligible? Will post 65 retirees be eligible?

**ANSWER**

As of now, retirees will not be eligible for the clinic.

26. Do you have a preferred staffing model? NP or MD?

**ANSWER**

A physician is preferred but the City will look at both staffing models and will make a decision based on quality and cost.

27. Can you provide Rx utilization information? This information would enable us to prepare a savings analysis on re-directing appropriate RX spending through the clinic.

**ANSWER**

Please see Attachment #8, Detailed *Pharmacy Data*.

28. Would you please provide a list of most common lab cost?

**ANSWER**

The City does not have this level of detail available.

29. What is your current per employee per year healthcare spend?

**ANSWER**

The estimated cost per employee per year is \$12,041.

30. What existing resources would you like the clinic to integrate with and refer to?

**ANSWER**

Please explain the firm's integration capabilities.

31. In addition to your carrier who are your other vendors you would like the clinic to integrate with from a data perspective and referral wise.

**ANSWER**

Other vendors that will receive data currently include the consultant. However, that is subject to change in the next plan year and or years.

32. Would you please a brief overview of the City Wellness Program as well as Wellness Incentive Management you are looking for the center vendor to manage?

**ANSWER**

The current insurer provides the City of Miramar with \$75,000 per plan year in wellness dollars to be used for wellness activities, events, etc. The Wellness Coordinator provided through the insurer, plans, coordinates and manages all wellness activities, including the wellness budget. Each month, the City offers employees monthly wellness events and activities to engage them into learning more about their health. Events include, but are not limited to health fairs, biometric screenings, lunch and learns on various health topics, etc. The Wellness Coordinator leads the City's Wellness Committee as well and is onsite at least twice per week. See below for additional details regarding the Wellness Package provided through the current insurer which can be found in Attachment #7, *Aetna Wellness Program*.

## City Of Miramar

**Aetna Healthy Commitments<sup>SM</sup> - Enhanced Package**

**Effective Date: January 01, 2019**

### **Wellness Programs Included to Help Members Stay Healthy and Improve Productivity**

When it comes to wellness, our competitive advantage is that we offer more than 70 health and wellness programs, resources and tools that help members make better lifestyle choices to stay productive.

### **Onsite Biometric Screenings**

We work with Quest Diagnostics and Hooper Holmes for onsite health screenings that help your employees lower their risk for health concerns. Each vendor offers unique services to fit your needs and the needs of your employees.

#### **Quest Diagnostics**

- Provides finger stick or venipuncture options, as well as fasting or non-fasting screenings
- Specializes in metabolic syndrome screenings and can provide customizable reporting
- Screenings available on-site and at patient service centers. Or, employees can submit physician forms or home kits.
- Offers a convenient, online scheduling system
- Requires 30 participants for finger stick screenings and 20 participants for venipuncture screenings

#### **Hooper Holmes**

- Provides finger stick or venipuncture options, as well as fasting or non-fasting screenings
- Screenings available on-site and at patient service centers. As an alternative, members can submit physician forms or home kits
- Requires a minimum of 20 participants for an on-site event
- Offers automated eligibility and short lead times to set up events

### **Health Assessment (Supported by Incentives)**

#### **Simple Steps To A Healthier Life<sup>®</sup>**

Simple Steps To A Healthier Life<sup>®</sup> - Our online, personalized health and wellness program that includes a health assessment and online health coaching programs. Based on information gathered in the health assessment, the participant receives a personalized HealthMap, containing online coaching program recommendations to help them achieve and maintain good health.

33. We have the following clinic location questions- Is location considering for your clinic owned by the City or would the vendor need to take over the lease? Do you have a blue print for the space you will use? Do you need assistance in the design of the space?

#### **ANSWER**

Multiple locations are being considered including some owned by the City and some the City may lease.

The City does not have a blueprint of the space yet.

Assistance may be needed in the design of the space.

34. Could you provide one or two years of health plan carrier summary reports, to include medical and pharmacy data?

#### **ANSWER**

Yes. The premium vs claim report is included as Attachment #3, *Miramar Claims Experience*

35. On Page 44, item 9, does the cost list need to be broken out by individual line item or can we provide the information in totality, or by item subsets (ie. X-ray costs, screenings, tests, etc.)?

**ANSWER**

Please provide as is. If not possible, provide as much as possible. However, the selection committee reserves the right to make a judgement based on the response provided.

36. Does the city plan to purchase an X-ray machine for the center, or direct contract X-rays out to a local provider?

**ANSWER**

A decision on this has not been made yet.

37. Can you share all vendors responding to this RFP?

**ANSWER**

The RFP is advertised publically and is open to any vendor that wishes to submit a proposal. The City will have a list of Respondents after the due date.

38. The number of employees referenced in the RFP is approximately 1,000. Please clarify that is the number of employees you expect to have access to the health center as this will be used for modeling. If that number is different, can you please let us know and/or provide an employee census?

**ANSWER**

931 subscribers and 1,874 members will have access to the clinic. The City's job and the job of the new provider will be to drive engagement and utilization to the onsite clinic.

39. Would you like the Proposal to include pricing with basic in house pharmacy services?
- A. With- Basic Prescription are stocked and dispensed in house via prepackaged containers – e.g. antibiotics, blood pressure pills.
  - B. Without- “E prescribing” The script is sent electronically to a local in network Pharmacy of patient’s choosing.

**ANSWER**

- A. Yes.
- B. Yes.

40. Can the City confirm if there is an ASA associated with the high deductible health plan?

**ANSWER**

There is health savings account associated with the HDHP plan. The City fully funds the account on day one up to the deductible of \$1,350 per individual and \$2,700 per family.



41. Can you confirm that the City does not want include occupational health at this time?

**ANSWER**

This is an option the City is exploring. We are conducting a cost benefit analysis to determine if this is feasible and will result in lower costs. If this impacts your cost, please show the cost both with and without occupational health services.

42. Confirm total eligible for the clinic.

A. Employees: 931 subscribers

B. Members: 1,874

**ANSWER**

There are approximately 931 subscribers and 1874 members that are eligible for the clinic.

43. Employee Demographic File (Sex, Age, Ethnicity-EEOC data)

**ANSWER**

Please see Attachment # 9, *Census*

44. What percentage of employees and their dependents are considered \*High Utilizers?

\*\*High Utilizer- More than 2 ER visits in 6 months. More than 1 inpatient admission in 12 months. More than 3 prescribed medications for 1 diagnosis.

**ANSWER**

The loss ratio for the group is 104%. Please refer to the claims report Attachment #3 *Miramar Claims Experience* and Attachment # 4, *Large Claims Exhibit 2018*.

45. High Utilizing place of services

**ANSWER**

Please see the chart below.

### ***Hospital Profile***

<b>Hospital Name</b>	<b>City, State</b>	<b>% of Total Inpatient Paid Amount</b>	<b>% of Total Ambulatory Paid Amount</b>
Memorial Regional Hospital	Hollywood, FL	38%	15%
Memorial Hospital West	Pembroke Pines, FL	7%	21%
Memorial Hospital Pembroke	Pembroke Pines, FL	16%	2%
Memorial Hospital Miramar	Miramar, FL	3%	14%
Broward Health Medical Center	Fort Lauderdale, FL	11%	3%
Cleveland Clinic Hospital	Weston, FL	4%	4%
Sylvester Comprehensive Cancer Center	Miami, FL	1%	7%
Holy Cross Hospital	Fort Lauderdale, FL	4%	1%
Children's Healthcare of Atlanta at Egle	Atlanta, GA	3%	0%
Westside Regional Medical Center - HCA A	Plantation, FL	0%	2%
St. Joseph's Hospital-North	Lutz, FL	2%	0%
Broward Specialty Surgical Center	Hollywood, FL	0%	2%
IAFF Centers of Excellence for Behaviora	Upper Marlboro, MD	1%	1%
Baptist Hospital of Miami	Miami, FL	0%	2%
Aventura Hospital and Medical Center-HCA	Miami, FL	0%	1%
Broward Health Coral Springs	Coral Springs, FL	1%	0%
Delray Medical Center	Delray Beach, FL	1%	0%
Palm Beach Gardens Medical Center	Palm Beach Gardens, FL	1%	0%
Nicklaus Children's Hospital	Miami, FL	0%	1%
Plantation General Hospital - HCA Affili	Plantation, FL	0%	1%
Mount Sinai Medical Center of Florida, I	Miami Beach, FL	1%	0%
Fannin Regional Hospital	Blue Ridge, GA	0%	1%
Johns Hopkins Hospital	Baltimore, MD	1%	0%
York Hospital - Pennsylvania	York, PA	1%	0%
University Hospital & Medical Center-HCA	Tamarac, FL	0%	1%
All Other Hospitals:		3%	19%
<b>Totals:</b>		<b>100%</b>	<b>100%</b>

**46. Top Diagnosis**

**ANSWER**

Please see the chart below.

Top 25 Diseases	Number of Unique Claimants with Disease
<b>Total Continuously Enrolled Members in Population<sup>2</sup>: 1,635</b>	
Hypertension	329
Hyperlipidemia	377
Obesity	194
Nonspecific Gastritis/Dyspepsia	154
Diabetes Mellitus	122
Low Back Pain	137
Chronic Renal Failure	42
Heart Failure	19
Metabolic Syndrome	101
Chronic Thyroid Disorders	108
Cataract	42
Osteoarthritis	45
Asthma	69
Ischemic Heart Disease	35
Allergy	112
Iron Deficiency Anemia	36
Depression	88
Migraine and Other Headaches	77
Anxiety	94
Peripheral Artery Disease	10
Glaucoma	40
Rheumatoid Arthritis	7
Breast Cancer	14
Menopause	28
Substances Related Disorders	5

**47. Claim file for calendar year 2018 for employees and dependents to further define the clinic staffing and services to address the needs of the employees and their dependents.**

**ANSWER**

Included is an aggregate claims report. The City is not self-funded so we do not have specific details regarding the dependents.

**48. What is your current cost per member per month?**

**ANSWER**

The current cost per member per YEAR is \$12,041. Pharmacy costs are \$1,513 PEPY and medical cost are \$10,259 PEPY

49. What is your current ER utilization per 1000 for children?

**ANSWER**

The City does not have the information broken out by children.

50. What is your current ER utilization per 1000 for adults?

**ANSWER**

<b>Demographics Summary for Medical</b>	<b>Customer Prior</b>	<b>Customer Current</b>	<b>% Change from Prior</b>
ER Visits/1,000 Members	257	262	1.9%

51. What is your current I/P utilization per 1000 for children?

**ANSWER**

The City does not have the information broken out by children.

52. What is your current I/P utilization per 1000 for adults?

**ANSWER**

<b>Demographics Summary for Medical</b>	<b>Customer Prior</b>	<b>Customer Current</b>
Inpatient Paid Amount per Member	\$1,375	\$1,884
Ambulatory Paid Amount per Member	\$2,974	\$3,258
Admissions/1,000 Members	50	48
Days of Care/1,000 Members	238	315
Average Length of Stay	4.8	6.5
Total Surgeries/1,000 Members	809	835
Inpatient Surgeries/1,000 Members	47	52
Ambulatory Surgeries/1,000 Members	762	783

53. Pharmacy Utilization. Generic Drug Rate for calendar year 2018

**ANSWER**

Please see Attachment #5 *Aenta Rx Overview*, Attachment #6, *Top 50 Drugs 2017-2018* and Attachment #8, *Detailed Pharmacy Data*

54. Please provide a group of your employee and dependents enrolled by plan type (POS, HMO and High Deductible)

**ANSWER**

Please see Attachment #1, *HMO Enrollment* and Attachment #2, *POS Enrollment*.

55. What is your current compliance % for preventative screenings?

**ANSWER**

Recent reports indicate that it is about 33%.

56. What is your current compliance % for Health Risk Assessment screening?

**ANSWER**

Compliance is low because it is not a required activity.

57. Page 36, #3-6 other special requirements. #3 please provide more detail on the requirements regarding customer facing tools such as real time analytics.

**ANSWER**

Share details regarding your firm's online portal, technology, reporting tools, and capabilities.

58. Will the onsite clinic be expected provide workmen's compensation and occupational health injury services?

**ANSWER**

This is an option the City is exploring. The City is conducting a cost benefit analysis to determine if this is feasible and will result in lower costs. Please show the cost both with and without occupational health services.

59. Please further define the requirements related to page 32 3-4 scope of service: #9 options for retail pharmacy and specialty medications since the City's Medical Plan dictates the Pharmacy Benefit Management.

**ANSWER**

Explain your service model and capabilities regarding pharmacy.

60. Will onsite Clinic Provider/Physician be required to be contracted with the City of Miramar select plan?

**ANSWER**

No, as of now. However, that is subject to change as the City is exploring all options.

61. Based on section 1-8, A 1 and 2: Preparation and Submission of a Proposal, will the City provide a Microsoft Word version of the forms in Section 4 (i.e. Form Checklist 1-10 on page 40 of the RFP)?

**ANSWER**

Yes, all request for documents in a different format must be submitted to the Procurement Contact listed in the RFP and the document will be provided via e-mail.

62. If not, will the City allow respondents to convert the RFP from a PDF version to another format so that we can type into the forms?

**ANSWER**

Yes, as long as no information is lost in the form and all information is provided.

63. Will the City allow us to remove the footer from the required forms in Section 4 so they do not interfere with the pagination of our proposal?

**ANSWER**

Yes, as long as all pages are numbered so the selection committee can identify the forms and sections. Vendors can also import the document as an object to the proposal page. Also, original forms should be included and executed separately.

64. Would the City consider an alternative location(s) to provide these services? Within 2 miles of the City Cultural Center?

**ANSWER**

The City has identified 3 locations that are within the City and some of those options may or may not be owned by the City. However, all options will be explored.

65. Provide Further definition for page 32, 3-6, #5. "Various performance features with financial penalty provisions and periodic performance reports to the City"

**ANSWER**

Propose your performance guarantees if any.

66. Will the City responsible for the cost of build-out of the 2,000 square feet of space? Or, will that be a shared expense? Or will the build out be the sole responsibility of the RFP proposer?

**ANSWER**

The City understands that several models are being proposed by different vendors. The City will select a model that is the most cost-efficient and comprehensive. The City understand that shared models exist. Please propose competitive fees based on your business model. The City is exploring all options.

67. Will the City responsible for the cost of the medical clinic equipment and supplies (i.e. exam tables, chairs, scales, blood pressure monitors, telehealth equipment, waiting room chairs, tables, office supplies) or is that a shared expense? Or will the cost be the sole responsibility of the RFP proposer?

**ANSWER**

The City is exploring models that include both the cost of the equipment, a shared expense, and the vendor absorbing all costs for equipment and supplies. Please submit a competitive proposal.

68. Will the city charge rent for the 2,000 square feet medical office?

**ANSWER**

The City has not considered charging rent for the health clinic. A site has yet to be determined. The City is exploring both City-owned property and leasing space.

69. How many total participants are eligible to use the clinic? Please provide the total number of employees enrolled in each health plan. Please also provide the total dependents, if any, that are covered at this time by each of the 3 health plans.

**ANSWER**

931 subscribers and 1,874 members.  
HMO: 716 subscribers and 1,565 members  
POS: 133 subscribers and 156 members  
HDHP HMO: 82 subscribers and 153 members

**C. The following sections are hereby deleted from the RFP**

1. Section 1-7 (b) (1)

**D. The following sections of the RFP are revised as follows:**

**Section 1-14**

**EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by completing the "Exceptions and Deviations Form" and submitted as part of the proposal.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

**2-4**

**METHOD OF AWARD**

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

**ADDENDUM ACKNOWLEDGEMENT**

BY: \_\_\_\_\_  
PRINT NAME SIGNATURE

COMPANY NAME: \_\_\_\_\_



**Proposal Score Sheet**  
**Employee Onsite Health Clinic**  
**Request for Proposals No. 19-03-21**

Shortlisting

<b>Rank</b>	<b>Vendor Name</b>	<b>Total</b>
1	CareATC	467.25
2	Healthstat, Inc.	467.00
3	Memorial Healthcare System	456.90
4	Marathon Health	456.30
5	CareHere, LLC	451.90
6	Proactive MD	440.60

Final Scores

<b>Rank</b>	<b>Vendor Name</b>	<b>Total</b>
1	CareATC	486.25
2	Healthstat, Inc.	468.50
3	Memorial Healthcare System	426.90
4	Marathon Health	423.80