REQUEST FOR PROPOSAL

[School Name] School Based Health Center Lead Agency and Medical Sponsor

Issue Date: 
Bid Number: 
Buyer: [Buyer Name], Buyer. Telephone Number: (XXX) XXX-XXXX 
Due Date: Thursday, June 25, 2015 2:00PM (MST) 

Bids Must Be Received By Date and Time of Bid Opening

The following section(s) are included with this bid. If any are missing, please contact Business Operations at (720) 972-6933.

Section I. General Terms and Conditions
Section II. Special Conditions
Section III. Bid Proposal Form
Section IV. Statement of Work

The following are Administrative Instructions for this Bid:
A. ALL Questions regarding this RFP must be received via email to XXXX@xxxx.org NO LATER THAN 3:00PM TUESDAY JUNE 9, 2015. Questions received after this date and time may not be considered.

The following are requirements of this Bid:

Section III - Bid Proposal Form must be signed and returned with bid.
Return Packages containing bid document must be clearly marked with the bid number.

For Legal Questions Regarding This Bid Solicitation, Please Contact [Name], Buyer at (XXX) XXX-XXXX
REQUEST FOR PROPOSAL FOR THE PURCHASE OF

[School Name] School Based Health Center Lead Agency and Medical Sponsor

SCHOOL NAME • PURCHASING

Issue Date: Thursday, May 28, 2015

Bid Number:

Buyer: [Buyer Name], Buyer. Telephone Number: (XXX) XXX-XXXX

Due Date: Thursday, June 25, 2015 at 02:00 PM (MST)

SECTION I. GENERAL TERMS AND CONDITIONS

1. APPLICABILITY
   These General Terms and Conditions apply to all offers made to the XXX School District (herein after referred to as "District") by all prospective vendors (herein after referred to as "Bidder") on behalf of District Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications. As such, the words "Bid" and "Proposal" are used interchangeably in reference to any and all offers submitted by prospective vendors.

2. CONTENTS OF BID
   A. General Conditions
      Bidders are required to submit their Proposals in conjunction with the following expressed conditions:
      1) Bidders shall thoroughly read the specifications and shall examine any drawings which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The District is not obligated to identify either minimal or substantial modifications to Bid documents.
      2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Bidder.
      3) Bidders are advised that all District contracts are subject to all legal requirements contained in the District’s Administrative Orders and State and Federal Statutes governing purchasing activities. When conflicts between this Bid Solicitation and these legal documents occur, the highest authority shall prevail.
      4) Bidders are advised that the Board of Education of the District encourages the participation and utilization of local vendors in its purchasing effort. Accordingly, Bid Proposals of equal price and quality will be awarded to Bidders operating within District geographic boundaries when available.

   B. Clarification and Modifications in Terms and Conditions
      1) Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Technical Specifications outlined in this Bid Solicitation, the Special Conditions and/or the Technical Specifications shall prevail.
      2) The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
      3) If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written request for clarification to the District's Purchasing Office.
      4) Any official interpretation of the Bid must be issued in writing by an agent of the District's Purchasing Office who is authorized to act on behalf of the District. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Office.
      5) The District shall issue a written Addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be distributed via facsimile transmission or other electronic means to each Bidder receiving the Solicitation. The Bidder shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Bid. In the event of conflict with the original Contract documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

   C. Prices Contained in Bid
      1) Current Prices. Bid Proposals must be fixed and firm to the extent required in the Special Conditions.
      2) Discounts. Bidders may offer a discount for prompt payment or prompt issuance of order/award. Such discounts may be considered in determining the lowest net cost for Bid evaluation purposes.
      3) Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.
      4) Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid Proposal for the same items, or with the District.
The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF BID

A. Preparation

Bid Proposals will be prepared in accordance with the following:

1) The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the authorized agent of the Bidder.

2) Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder's authorized agent fails to sign the Bid Proposal Form, its Proposal shall be considered a voided offer and shall not be considered.

3) Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4) Alternate bids will not be considered unless expressly permitted in the Special Conditions.

5) The delivery and/or completion date(s) provided by the Bidder, if required in the Special Conditions, must be stated in calendar days.

6) All information and supplemental documentation required in conjunction with this bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, its Proposal shall be considered non-responsive and shall not be considered.

7) The accuracy of the Bid Proposal is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the date and time of the Bid opening due to error by the Bidder.

B. Submission

1) The District reserves the right to declare the Bidder's Proposal as non-responsive if any of these alternate terms and conditions are in conflict with, or are not in the best interests of, the District's terms and conditions.

Once bids have been opened, the District shall not consider any subsequent submissions of alternate terms and conditions.

2) The Bid Proposal Forms shall be enclosed in sealed envelopes and addressed to the District's Purchasing Office. The Bidder shall include the name and address of the outside of the envelope along with the District bid number.

C. Conflict of Interest

It shall be understood and agreed that Bid Proposals submitted by firms are offered independently of any other proposals.

1) In the event that any portion of this Proposal was developed by an independent contractor or firm in conjunction with the District, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.

2) In the event that this Proposal requests consulting services which may ultimately lead to the purchase of other goods or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future.

D. Late Bid Proposals

Bid Proposals received after the date and time set for the Bid opening shall be considered non-responsive and returned unopened to the Bidder. Bid Proposals submitted via facsimile which are transmitted after the date and time set for the Bid opening shall be considered non-responsive and transmitted back to the Bidder.

4. MODIFICATION OR WITHDRAWAL OF BID PROPOSALS

A. Modifications to Bid Proposals

Bids may only be modified in the form of a written notice on company letterhead or company email and must be received prior to the time and date set for the Bid opening. Each modification submitted to the District's Purchasing Office must have the Bidder's name and return address and the applicable Bid Number and title of the bid clearly indicated.

If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Office will be considered the valid modification.

B. Withdrawal of Bid Proposals

1) Bids may be withdrawn prior to the time and date set for the Bid openings. Such requests must be made in writing on company letterhead.

2) Proposals may not be modified or withdrawn after the time and date set for the Bid opening for a period of ninety (90) calendar days. Should a Bidder request to withdraw his Proposal during this ninety (90) day period, the District may, at its option, suspend the Bidder from the Bid List and may not accept any Proposal from the Bidder for a six (6) month period following the withdrawal.

5. EVALUATION OF BID PROPOSALS

A. Rejection of a Particular Bid Proposal

The District may reject a Bid Proposal under any of the following conditions:

1) The Bidder misstates or conceals any material fact in its Proposal;

2) The Bidder's Proposal does not strictly conform to the law or requirements of the Bid;

3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;

4) The Bid Proposal does not include documents, including but not limited to certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the Bid Proposal in conjunction with the Special Conditions and/or the Technical Specifications; or

5) The Bid has not been executed by the Bidder through an authorized signature on the Bid Proposal Form.
B. **Rejection of All Bid Proposals**
   The District may, at its sole and absolute discretion:
   1) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
   2) Re-advertise this Solicitation;
   3) Postpone or cancel the Bid process for this Solicitation;
   4) Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Solicitation or in Proposals received in conjunction with this Solicitation; and/or
   5) Determine the criteria and process whereby Proposals are evaluated and awarded.

No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District; provided, however, that in the event a Court of competent jurisdiction determines that the actions of the District were arbitrary, capricious or void, then said challenger may recover only actual, necessary and reasonable Proposal-preparation costs, including any attorney or consultant fees relating to the preparation of the Proposal. No attorney fees or costs associated with the recovery of the Proposal-preparation costs, including costs for litigation against the District, shall be recoverable by any challenger.

C. **Elimination from Consideration**
   1) A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or Contract or which is a defaulter as surety or otherwise upon any obligation to the District.
   2) A Proposal may not be accepted from, nor any Contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
   3) A Proposal may not be accepted from, nor any Contract awarded to, any person or firm which has pending litigation against the District on the date and time that the bid opens.

D. **Copy of Bid Tabulations**
   A bid tabulation will be made available upon award by the district.

6. **AWARD OF CONTRACT**
   The District shall award a contract to a Bidder through the issuance of a Contract or Order. The General Terms and Conditions, the Special Conditions, any Technical Specifications, the Bidder's Proposal, and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder. Accordingly, these documents shall constitute a binding contract without further action by either party.

7. **APPEAL OF AWARD**
   Bidders whose Bid prices were lower than the recommended vendor's prices will receive notification that their Proposal was not accepted and will receive an explanation for said non-acceptance. Bidders may appeal this finding by submitting, in writing, a request for re-consideration to the District's Resource Operations Director within seven (7) calendar days after the date of the District's initial notification to the Bidder.

The Scope of any appeal submitted by a Bidder shall be limited to issues affecting the evaluation process. Issues relating to the bid process, the terms and conditions, and/or the specification requirements must be addressed prior to the bid opening date as a clarification to the terms and conditions and in accordance with Section 2B of the General Terms and Conditions.

8. **CONTRACTUAL OBLIGATIONS**
   A. **Local, State and Federal Compliance Requirements**
      Successful Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations.

      No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

   B. **Conditions of Material and Packaging**
      All materials and products supplied by the Bidder in conjunction with this bid shall be new (unless otherwise specified in the Special Conditions), warranted for their merchantability, fit for a particular purpose, free from defects, and consistent with industry standards.

      All containers used for storage and/or shipment of materials and products supplied to the District shall be new and suitable for the intended purpose. The Bid price shall include standard commercial packaging.

      The materials and products shall be delivered to the District in excellent condition for inspection by District representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the Bidder shall either replace the damaged items (if shipped by the Bidder) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). The Bidder shall ensure that the District is appropriate compensated for these missing or damaged items to the satisfaction of the District.

      In the event that any of the materials and products supplied to the District by the Bidder are found to be defective or do not conform to the specifications, the District reserves the right to return the product to the Bidder at no cost to the District; either as an exchange for suitable merchandise or for full credit.

   C. **Disposition**
The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.

D. Employees

All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The Bidder shall supply competent and physically capable employees in a number that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The District may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District.

In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Bidder shall be permitted to use these substances when performing work on District property.

E. Delivery

Price quotes and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery; unless otherwise specified in the Special Conditions.

F. Performance

In order to protect the vested interests of the taxpayers of the District, and to ensure the efficient utilization of their tax dollars, successful Bidders shall comply with all contractual obligations contained in the General Terms and Conditions, the Special Conditions, the Technical Specifications and the Bid Proposal Form. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probational status or termination.

G. Re-Procurement Charges

In the event that the Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Bidder any difference between the Bidder's price and the price to be paid to the next lowest Bidder as well as any costs associated with the re-solicitation effort which resulted from such default or termination.

9. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Bidder provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Contract Amendment and executed by authorized agents of the District and the Bidder prior to the enactment of such modifications.

10. TERMINATION OF CONTRACT

A. The District may, by written notice to the successful Bidder, terminate the contract if the Bidder has been found to have failed to perform its service in a manner satisfactory to the District as per specifications; including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

B. The District may cancel the Contract upon thirty (30) days written notice for reasons other than cause. This may include the Bidder’s inability to continue with the contract due to the elimination or reduction of funding.

The District reserves the right to accept or reject any or all submittals and to waive formalities.
REQUEST FOR PROPOSAL FOR THE PURCHASE OF

[School Name] School Based Health Center Lead Agency and Medical Sponsor

[School Name] • PURCHASING

Issue Date: Thursday, May 28, 2015

Bid Number:

Buyer: [Buyer name], Buyer. Telephone Number: (XXX) XXX-XXXX

Due Date: Thursday, June 25, 2015 at 02:00 PM (MST)

SECTION II. SPECIAL CONDITIONS

1. PURPOSE OF BID - TO ESTABLISH A CONTRACT FOR SERVICES:
The purpose of this RFP is to solicit lead agencies or medical sponsors for a District School Based Health Center.

2. CONTACT PERSON:
For additional information regarding the specifications and requirements of this Bid, please contact [Buyer Name] at XXX@xxx.org.

ALL QUESTIONS REGARDING THIS RFP MUST BE RECEIVED VIA EMAIL TO THE ABOVE ADDRESS NO LATER THAN 3:00PM ON TUESDAY, JUNE 9, 2015. QUESTIONS RECEIVED AFTER THIS DATE/TIME OR RECEIVED IN A MANNER OTHER THAN EMAIL, MAY NOT BE CONSIDERED.

3. GOVERNING LAW, Choice of Venue and Forum Selection
The Contract shall be construed in accordance with and governed by the laws of the State of Colorado. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought in the District Court of [School District County], Colorado

4. LABOR TO BE EMPLOYED:
It is agreed that Contractor shall employ for work on the Project only workers who are satisfactory to the District and that the District has the right to reject any worker at any time without cause. In the event a Contractor employee appears unfit for work, the PM or a designee shall contact Contractor and request that the worker be removed from the District’s work site.

The District is committed to an alcohol-free and drug-free workplace. At the PM's discretion, Contractor may be requested to certify that its employees who are to be assigned to work on the District’s premises have been tested and have received a negative drug test result prior to beginning work. Contractor shall bear all costs of testing at a laboratory of Contractor's choice, which is approved by the District’s health unit. Contractor, subcontractors and their respective employees shall be subject to the District’s security guidelines, regulations and policies while on the District’s premises.

Contractor acknowledges and accepts that the District has no agreement with any labor unions and that it operates all of its construction projects as an open shop. Contractor will indemnify and hold the District harmless from any work slow down, stoppage, or any other action interfering with completion of the work caused by Contractor, its employees, agents, or subcontractors whether union or nonunion.

Should Contractor fail to carry out this provision, the District shall be at liberty after three (3) days' written notice mailed or delivered to the last known address of Contractor to terminate the employment of Contractor, and the District may, for the purpose of completing the Project, enter upon the premises and take possession in the same manner as described in "Failure to Prosecute the Project" Clause for a similar purpose.
5. **INDEMNIFICATION AND INSURANCE WHEN PERFORMING SERVICES ON DISTRICT PROPERTY:**

The successful Bidder shall indemnify and save the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Bidder's contractual obligations as outlined in this Bid. The Bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

The Bidder shall furnish the District's Purchasing Office with a Certificate of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Bidder based on statutory limits prescribed by and for the State of Colorado. *

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. [School Name] must be shown as an additional insured with respect to this coverage. *

C. Automotive Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. *

* Amounts and type of insurance required may change based on Grant requirements.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Colorado. The Company must be rated no less than "A-" by the latest edition of Best's Insurance Guide which is published by A.M. Best Company, Oldwick New Jersey.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Bidder.

The Bidder shall be responsible for notifying the District of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

6. **INSURANCE CERTIFICATES SHALL BE SUBMITTED WITH BID:**

All Bidders shall be required to submit the required insurance documents with their Bid Proposal. Any Bidder who fails to submit these required insurance documents shall be considered non-responsive and ineligible for award.

Notwithstanding, the District may, at its sole discretion, provide the lowest Bidder with an opportunity to upgrade its insurance documents if they do not comply with the bid requirements at the time of submission. This opportunity shall only be exercised when such action is clearly in the best interest of the District.

7. **REFERENCES REQUIRED FOR SERVICES:**

Bidders are required to submit the name, address and contact person of at least three (3) firms or public entities that have obtained similar services from the Bidder during the most recent twenty-four (24) month period prior to this bid solicitation. Preference will be given to Bidders who submit names of public entities and who therefore, have demonstrated success in performing similar work for other governmental units. Failure to submit references may be cause for determining that the bid is non-responsive.

8. **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:**

As part of its RFP Proposal, the Bidder shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this RFP. The Bidder shall also identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the District when making the award in the best interest of the District.
SECTION II. SPECIAL CONDITIONS

9. PROTECTION OF PROPERTY:
   All existing structures, utilities, services, roads, trees, walkways, shrubbery, etc. located on District property shall be protected against damage or interrupted services at all times by the Bidder during the term of this contract. The Bidder shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Bidder's operation on the property to the satisfaction of the District.

10. LOCAL OFFICE SHALL BE REQUIRED:
   Due to the service level required in conjunction with this RFP Solicitation, the Bidder shall maintain an office within Colorado. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

11. LOCATION OF WORK:
   The work described in this RFP shall be performed at a location within the District boundaries.
REQUEST FOR PROPOSAL FOR THE PURCHASE OF
[School Name] School Based Health Center Lead Agency and Medical Sponsor

[School Name] • PURCHASING

Issue Date: Thursday, May 28, 2015
Bid Number: [School Name] BID NO.
Buyer: [Buyer Name], Buyer. Telephone Number: (XXX) XXX-XXXX
Due Date: Thursday, June 25, 2015 at 02:00 PM (MST)

SECTION III. BID PROPOSAL FORM

SUBMITTED BY:
Bidder's Company Name: ____________________________________________________________
Address: _________________________________________________________________________
City: __________________________________________ State: _______ Zip: ________________
Phone: ___________________ Fax: ___________________ Email: ______________________________________

BID CERTIFICATION:
The undersigned hereby affirms that:

1. The bidder does not knowingly employ an immediate family member of a(n) [School Name] employee, including a husband, wife, parent, stepparent, child, stepchild, brother, sister, stepbrother, stepsister, brother-and-sister-in-law, mother-and-father-in-law, daughter-and-son-in-law, grandparents and grandchildren, if such family member is involved in or attempts to influence the District’s decision to award this contract.
2. The bidder does not knowingly have an employee of [School Name] that has at least a 5% financial interest in your company.
3. The bidder does not knowingly employ, or have as a paid officer, a(n) [School Name] employee without written approval by the District.
4. He/she is a duly authorized agent of the Bidder.
5. He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form.
6. The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in Section I.2.C.4 of this bid solicitation.
7. The Bidder will accept any awards made to them as a result of this Invitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: __________________________________________ Date: ______________________
Manual Signature of Agent

________________________________________
Typed/Printed Name of Agent

Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.
Bidder's Name: _______________________________________________

PROMPT PAYMENT TERMS:
Discount: ________  %  _________  Days
Net: ________  Days

VARIATIONS:
The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Sect _____ Variance
________________________________________________________________________________

Sect _____ Variance
________________________________________________________________________________

Sect _____ Variance
________________________________________________________________________________

Sect _____ Variance
________________________________________________________________________________

Sect _____ Variance
________________________________________________________________________________

Sect _____ Variance
________________________________________________________________________________

NO BID INDICATION:
Indicate reason(s) why a Bid Proposal is not being submitted at this time. In accordance with Section 3D of the General Terms and Conditions, a "no bid" indication is required in order to maintain active status on the District's Bid List:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________
Bidder's Name: _______________________________________________

REFERENCES: (REFERENCES ARE MANDATORY)

Company Name: ___________________________________________     Contact Person: _____________________
Company Address: ______________________________________________________________________________
Telephone No. ______________________________________________     Fax No. __________________________
Describe type of work/service performed or items supplied: ______________________________________________
______________________________________________________________________________________________

Company Name: ___________________________________________     Contact Person: _____________________
Company Address: ______________________________________________________________________________
Telephone No. ______________________________________________     Fax No. __________________________
Describe type of work/service performed or items supplied: ______________________________________________
______________________________________________________________________________________________

Company Name: ___________________________________________     Contact Person: _____________________
Company Address: ______________________________________________________________________________
Telephone No. ______________________________________________     Fax No. __________________________
Describe type of work/service performed or items supplied: ______________________________________________
______________________________________________________________________________________________

Note: To be considered eligible for award, this Bid Proposal Form must be returned in a sealed envelope. The bid reference number must be included on the outside of the sealed envelope. The Form must be received by the District's Purchasing Office by the date and time specified for the official bid opening.
SECTION IV. STATEMENT OF WORK

[School Name] School Based Health Center Lead Agency and Medical Sponsor

[School Name] • PURCHASING DEPARTMENT

Issue Date: Thursday, May 28, 2015

Bid Number: [Buyer Name], Buyer. Telephone Number: (XXX) XXX-XXXX

Due Date: Thursday, June 25, 2015 at 02:00 PM (MST)

SECTION 1: DISTRICT PROFILE

[Insert District Profile]

SECTION 2: INTRODUCTION/BACKGROUND

[School Name] is committed to providing a school environment that promotes health as part of the total learning environment. The School-based health center (SBHC) the District is planning to open would be a clinic located within a school building or on a school campus. The goal of a SBHC is to provide students access to basic preventive and primary physical, behavioral and oral health services who might not otherwise receive health care, allowing students to avoid health related absences and receive the support they need to succeed in the classroom. Additionally, the District SBHC would look to collaboratively provide health promotion and health education programming and services to increase enrollment in Medicaid and the Child Health Plan Plus (CHP+) programs.

[Insert Additional Introduction/Background Information as applicable]

The Lead Agency is most often the school district or a community healthcare provider. The Lead Agency secures funding for the SBHC, is the fiscal agent for all grants and develops the budget. It is responsible for reporting to funders. This agency would be the lead applicant for Start-Up funding through CDPHE (Spring 2015). As Lead, this agency is ultimately responsible for oversight of the SBHC.

The Medical Sponsor, which can also take on the Lead Agency role, is a licensed medical provider, such as a Federally Qualified Health Center (FQHC), a community-funded safety net clinic, a hospital, or a physician group. The Medical Sponsor coordinates the medical and sometimes the mental health providers as well as other SBHC staff. It establishes clinic policies and procedures, assures professional liability coverage (malpractice) for the health care providers, oversees standard of care protocols and owns the medical records. The Medical Sponsor is responsible for most day to day operations of the SBHC, as determined by a memorandum of understanding (MOU) with the Lead Agency.

The School District generally provides in-kind support for the School Based Health Center, such as facility space, telephone and internet service, and sometimes cleaning. The School District often provides administrative advising, some examples of which are: communications and marketing, negotiation of the interface of HIPAA/FERPA, and integration of school and SBHC policies and procedures. School District and host school support is essential for the success of a SBHC.
The School District, Lead Agency and Medical Sponsor spell out the roles and responsibilities of each party in a formal MOU.

**Criteria for Medical Sponsor**
- The possibility of serving all patients regardless of insurance status
- Has experience providing care to children & adolescents as distinct populations
- Provides bilingual, culturally competent outreach & care
- Has experience providing or partnering to provide integrated care
- Has experience and efficiency in billing and coding
- Has knowledge of the [School County] community
- Has financial and organizational stability
- Has capacity to provide clinical supervision, billing/coding, and organizational support

**Criteria for Lead Agency**
- Is a Public or Non-Profit Entity
- Has knowledge of and/or experience with School Based Health Care
- Is a strong, stable organization with capacity to expand
- Has a strong history of grant writing and reporting
- Has a positive organizational reputation
- Is an advocate for youth and families
- Has a history of collaboration with schools and community
- Has experience providing bilingual and culturally competent services

Please review the Colorado Quality Standards for Lead Agency and Medical Sponsor at: https://www.colorado.gov/pacific/sites/default/files/PF_SBHC_Quality-Standards-for-Colorado.pdf

(?) Organizations selected for partnership in the [School Name] School Based Health Center project are entering into a non-binding agreement to partner in the planning process, and ultimately serve as the Lead Agency and/or Lead Medical Provider if the project proceeds to the start-up phase in July 2015. Evidence of sponsorship will be required for the March 2016 CDPHE application for Start-Up funds. (?)

**SECTION 3: TIMELINE**

**Tuesday, May 28, 2015:** RFP is released.
**Tuesday, June 9, 2015 3:00pm (MST):** Questions are due to [Buyer Name] at XXX@xxx.org. **Thursday, June 25, 2015 2:00pm (MST):** RFP Proposals are due.
**July 1 – July 31, 2015**: Submissions are reviewed by evaluation committee. Final candidate interviews, if necessary, will be conducted during this time.
**Week of August 3, 2015**: Notice of Intent to Award to Lead Agency/Medical Sponsor.
**August 2015**: Awarded Lead Agency/Medical Sponsor will work with the District to formalize legal agreements.
**September 16, 2015**: Lead Agency/Medical Sponsor will begin participating in the SBHC planning process.
**March 2016**: CDPHE Application for Start-Up funds is due

*Dates and times are subject to change.

**SECTION 4: PURPOSE**
This Request for Proposal (RFP) has been developed to seek proposals from qualified School Based Health Care Center Lead Agency and Medical Sponsor in accordance with District Superintendent Policies and the specifications listed in this RFP.

This RFP is issued to invite vendors to submit proposals based on the requirements outlined below. The District reserves the right to reject any and all bids or to waive any irregularities in any bids or in the bidding, and to be the sole judge of the merit and qualifications of products and services offered, and may accept whatever bid is deemed to be in the best interest of [School District Name].

SECTION 5: REQUIRED INFORMATION/RESPONSE FORMAT
Vendor must provide one (1) original (clearly marked) and four (4) copies of their service information and specifications. Your response must be received before the due date and time as specified. Any responses received after the specified due date and time will be rejected and deemed non-responsive.

Although Vendors are encouraged to be creative with the format and content of responses within each section, we ask that they address the following information in the following order as best as possible to facilitate the review process.

A. VENDOR PROFILE
   Provide a vendor profile to include the following:
   1. An overview of the company including the following:
      a. Provide the full, legal name of your company as it appears on the W9 Form (as well as any DBAs).
      b. Provide the first and last name, phone number, email address for a point of contact within your company in which the District can contact regarding your response to this RFI and any resulting questions, and a business card for this individual.
      c. Provide a description of your company including staff size and geographic location(s).
      d. Provide a website address for your company.
      e. Provide number of years your company has been in business under the current business name.
      f. List any current litigation, outstanding judgments and liens your company is presently involved with.
      g. Non-disclosure agreement (NDA) may be required.

B. MANAGEMENT SUMMARY
   Include a management summary which provides an overview of proposed equipment and services.

C. TECHNICAL SPECIFICATIONS
   Include detailed technical specifications of the solution, if any.

D. VENDOR REFERENCES
   Include a list of references for three (3) current customers who are utilizing a similar benchmarking solution, who successfully implemented and integrated this specific solution. If there are several clients who fit this criterion, please provide reference information for clients who are K12 public school districts of a similar size to [School Name].
   For each of the three (3) references, please include the following information:
   1. Full name of the entity
   2. Full address of the entity
   3. Phone number for the above point of contact.
   4. Email address for the above point of contact.

SECTION 6: DISTRICT NEEDS/EXPECTATIONS/REQUIREMENTS
A. SUBMISSION REQUIREMENTS

Please include the numbered questions/statements below in your response and number exactly as numbered below.

1. Please share your organization’s mission statement and main function.
2. What is your tax status?
3. School Based Health Centers provide Physical Health, Behavioral Health, and Dental Health services. Describe your organization’s history and experience providing the above health services.
4. What additional services could you provide to families utilizing the SBHC?
5. Provide a detailed account of your experience collaborating with schools in providing health related services.
6. Describe your organization’s experience in formally partnering with other agencies to provide integrated health care. Please submit with your application a signed letters of support demonstrating your success in partnering with other agencies in healthcare delivery.
7. In what ways does your organization provide outreach services to your local community?
8. Please detail your organizational efforts to provide bilingual and culturally competent care.
9. Excellence in billing and coding are essential for the success of a SBHC. Please provide a detailed explanation of your billing practices.
10. Do you have a special designation such as FQHC? How would this benefit a SBHC in [School District Name]?
11. Please include your policy on self-pay patients, including your sliding scale based on income.
12. Please describe your medical record keeping system.
13. Describe the demographics of your patient population including: Payer mix, number of youth 0-11 and 12-21 served annually, and breakdown of patients’ county of residence.
14. Who in your organization would provide clinical oversight for medical staff of the SBHC (Must be an M.D. or D.O.)? What is the availability of this person to consult with staff on an as needed basis, or during regularly set meetings?
15. Reproductive health services can fall within the scope of care for a SBHC. If reproductive health services were indicated in an [School District Name] SBHC, does your organization have experience providing this reproductive health services to minors? If yes, please describe your policies and procedures for providing this care.
16. Please describe your organization’s experience with securing funding and managing grants, including annual grant revenue.
17. The Colorado Department of Public Health and Environment distributes funds on a reimbursement basis. Describe your organization’s capability to carry a monthly operations budget while waiting for reimbursement? Please submit a copy of your most recent audit with your application.
18. Please describe the ideal governance model you would recommend for an [School District Name] SBHC.

B. Applications Review

Proposals will be evaluated and selected by an evaluation committee made up of District and school administrators. Any conflicts of interest will be identified among committee members, and those members will be excluded from the decision making process.

Each member of the evaluation committee will individually evaluate each application based on the criteria identified in the RFP. The committee will discuss individual evaluations as a group and determine if more information is needed. Interviews will be scheduled based on the discretion of the committee.

MISCELLANEOUS INFORMATION:

Responses to this RFP must be according to the format, content and sequence as outlined. An authorized representative of the organization must sign proposals. Any proposal may be rejected if it is conditional, incomplete, or deviates from guidelines set forth in this RFP. The evaluation committee reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with approval. The District reserves the right to negotiate any part of the proposal. This RFP does not commit the District to award funding to applicants.