



Bay District Schools
 1150 West 17th Street
 Panama City, FL 32405
 850-767-4209

Request For Proposals (RFP)

DUE DATE: <p style="text-align: center;">June 27, 2018 - Wednesday</p> Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening (Florida Statute 119.071 2.)	RFP NO.: 18-12	RELEASE DATE : JUNE 7, 2018	POSTING DATE FOR AWARD RECOMMENDATION:, (on or about) August 14, 2018
	BID TITLE: <p style="text-align: center;">Tele-Medicine Services</p>		

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.		
Address:	P.O. Address:		
City:			
State:	Zip Code:	City:	
Telephone Number:		State:	Zip Code:
Toll Free Number:	Contact:		
Fax Number:	Telephone Number:		
E-Mail Address of Authorized Representative:	Toll Free Number:		
E-mail Address to Send Purchase Orders:	Fax Number:		
Federal Tax Identification Number:			

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposal (RFP) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; **Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP except as authorized purchasing department representative identified herein.** Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.
 I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 2: Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid complies with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input checked="" type="checkbox"/> Licenses | <input type="checkbox"/> Manufacturers Authorization |
| <input checked="" type="checkbox"/> References | <input checked="" type="checkbox"/> Bidder Questionnaire | <input checked="" type="checkbox"/> Other | |

Note: If your firm wishes to not submit a bid in response to the RFP, but remain on our bidder list, please complete and return, via mail or fax, this page of the RFP indicating "No Bid".

SECTION 3: Schedule of Events

- Request for Proposal release date: June 7, 2018

- Vendor Requests for Clarifications due: June 14, 2018 @ 1:00 PM CT

- Vendor Question Answered due: June 19, 2018 @ 4:00 PM CT

- Proposal opening date: June 27, 2018 @ 2:00 PM CT

- Anticipated District Board approval date: August 14, 2018

Part I. General Conditions

Section 1: Conditions

1. SEALED BID REQUIREMENTS: Section I, the "Bidder Acknowledgement Section", must be completed, signed and submitted with the bid, the Bid Sheet(s), and any other pages upon which information is required must be completed and submitted with the bid. The District reserves the right to reject any bid that fails to comply with these submittal requirements. It is the bidder's responsibility to assure that his bid is delivered at or before the appointed time and to the appropriate place of bid opening. THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS NOT SO DELIVERED. The completed bid must be submitted in a sealed envelope with the name and bid number clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department on or before the bid due date and time to be considered. Bids not meeting this requirement will be returned unopened to the bidder. All corrections must be initialed.

2. ADDENDUM: Any material changes to the bid shall be transmitted by addendum only. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their bid. The District shall not be responsible for any other interpretation, than those transmitted by addendum prior to the bid award. The Bidder is solely responsible for verifying they have received all Bid Addenda. Addenda will be posted to the District Purchasing Department website, at the following address: <http://www.bay.k12.fl.us/bids>.

3. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

4. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

5. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

6. PRICING QUOTED: Prices shall be firm, net of all discounts and in the units specified. Award will be in accordance with the terms and conditions stated herein.

a) The District does not pay Federal Excise and State Taxes. The applicable exemption number is shown on the purchase order.

b) Bidders are expected to examine all specifications, delivery requirements, bid prices and extensions and all instructions. Failure to do so will be at bidder's risk.

7. AWARDS: In the best interest of the District, the District reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received; and 3) to accept any item or group of items unless qualified by Bidder. All awards made as a result of this bid shall conform to applicable Florida Statutes.

8. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

9. PAYMENT: Payment will be made within 30 days of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt of goods or services by the ordering cost center. Invoices shall bear the purchase order number.

Assignment of payment: Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board.

10. ASSIGNMENT: Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the District Purchasing Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from the District.

11. EXTENSION: In addition to any extension options contained herein, the District is granted the right to extend any award resulting from this bid for the period of time necessary for the District to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the District's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

12. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

13. PROHIBITION OF GRATUITIES: By submission of a proposal, a vendor certifies that no employee of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

14. PROTEST OF SPECIFICATIONS OR BID: RFP specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

15. INSURANCE: Bidder, by virtue of submitting a bid, affirms full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this RFP. Bidder shall take special notice that Bay County Schools shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

16. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

17. BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

18. CANCELLATION: In the event any of the provisions of this bid are violated by the contractor, the Purchasing Department shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within working five days, recommendation will be made to the Superintendent for immediate cancellation.

19. TERMINATION: This contract award may be terminated with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, the District shall not be obligated to pay for any services beyond the effective date of termination.

20. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this Request for Proposal, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the District.

21. TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. In-county preference.
2. Company receiving larger dollar award of the bid.
3. Coin toss.

22. NON-CONFORMANCE TO CONTRACT CONDITIONS: Items offered may be evaluated for compliance with bid conditions and specifications at any time. Service, not conforming to bid conditions or specifications, may be rejected at vendor's expense. Any violation of these stipulations may also result in: a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award. b) All departments being advised not to do business with vendor

23. CONE OF SILENCE: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated Purchasing Department contact unless so notified otherwise by Purchasing Department contact. Any vendor or lobbyist who violates this provision may cause their bid to be considered non-responsive and therefore be ineligible for award.

24. FINGERPRINTING AND BACKGROUND CHECK: The vendor/contractor agrees to comply with all requirements of Florida Statutes #1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on schools grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay County Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay County Schools Safety & Security Department.

Where: Bay District Schools
1150 West 17th Street
Panama City, FL 32405

When: Mon-Fri, between the hours of 7:30am-4:30pm

Point of Contact: Kathy Williams - 850-767-4347

25. FIREARMS & WEAPONS: The possession of any weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115.

26. UNAUTHORIZED PERSONNEL: At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

27. LOCAL PREFERENCE IN PURCHASING:

(a) Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within five percent (5%) of the overall lowest, non-local price.

2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within three percent (3%) of the overall lowest, non-local price.

(b) Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:

- Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
- A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).

(c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

(d) Certification. Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business.

Local Business definition. For the purposes of this section, "Local Business" shall mean:

- has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposal by the District; and

- holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

28. CONFIDENTIALITY: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as “Confidential” the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

29. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or be a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.133) Proposer shall execute the attached form, **Attachment A**.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person, other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective

participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION - The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid. Replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services. Proposer shall execute the attached Certification Regarding Debarment, Suspension Ineligibility Exclusion form, **Attachment B**.

31. DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Chapter 287.087, Florida Statutes, whenever two (2) or more proposals that are equal with respect to price, quality and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process, **Attachment C**.

32. CONFLICT OF INTEREST DISCLOSURE: Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of Bay County Schools. Further, all bidders must disclose the name of any Bay County Schools employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, **Attachment D**.

33. Appropriation of Funds: In accordance with Florida Statute 1011.14, funding is subject to appropriated funds.

Part II. Special Conditions

Section 1 Background

Bay County District Schools is seeking a Tele-medicine Vendor (TM Vendor) to provide comprehensive tele-medicine (TM) services for the Bay County District Schools' Health Insurance Plan (Plan). In this context, TM Vendor services will be used to offer Plan participants 24 hours a day/7 days a week access to non-emergent health care. These TM Vendor services are defined as the HIPAA-compliant delivery of health care services such as diagnosis, consultation, or treatment through the use of interactive audio, video, or other electronic media to improve a person's health and well-being. The Board desires to contract with a qualified, experienced TM Vendor capable of providing the services as described in **Part V. – Scope of Services** of this RFP.

The Plan is a non-ERISA, self-insured health insurance plan currently providing health insurance coverage to approximately 3,400 participants. Eligible participants include active, retired, and COBRA employees (and their enrolled dependents). Participants are primarily located within Bay county, with a small number (less than 2%) of participants residing in other states. **See Appendix A – Extended Census Data**.

Section 2 Instructions to Proposers

- 1 Proposers must submit proposals on this form and in the format requested hereafter, and, proposals must be received in the Purchasing Department, 1150 West 17th Street, Panama City, FL 32405, no later than 3:00PM CT on June 27, 2018. The proposer is solely responsible for the timely delivery of their bid.
- 2 Bids by e-mail, fax, telegram, or verbally by telephone or in person will not be accepted.
- 3 The opening will be public on the date and time specified on the RFP coversheet.
- 4 All proposals received after the time indicated will be rejected as non-responsive and returned unopened to the sender. The public opening will acknowledge receipt of the proposal and list those responding. Other details concerning the proposals will not be announced.
- 5 All proposals submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date whichever occurs first.
- 6 One manually signed original, seven (7) complete copies of the written response, and, one electronic copy on USB drive or CD shall be submitted in a sealed envelope or package that is clearly labeled on the outside of the package "**RFP No. 18-12, Tele-Medicine Services, Due June 27, 2018 at 2:00pm**". The legal name, address, proposer's contact person, and telephone number should also be clearly noted on the outside of the proposal package.
- 7 All proposals must be signed on the RFP coversheet by an officer or employee having authority to legally bind the proposer.
- 8 Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer is required to carefully examine the RFP terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 9 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the School Board.
- 10 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, with pricing good for a period of 6 months, to provide the District with the products specified in the bid.
- 11 This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

Section 3 Format for Responses

Responses to the RFP must be in the following format and order. If you are not submitting a proposal for a particular service, include the tab for that section with a "NO BID" response.

Tab 1 – Required Forms

- RFP Coversheet
- Drug Free Workplace Form
- Public Entity Crime Sworn Statement
- Conflict of Interest Disclosure Form
- Local Preference in Purchasing Form
- State of Florida Licensure
- Proposal Questionnaire

Tab 2 – Sample Documents

Contracts, Explanation of Benefits, plan documents, certificates/booklets, monthly and annual paid claim reports, high cost claim reports, provider utilization reports, forms and other marketing materials

Tab 3 – References

Refer to Part II, Section 17- References (Page 11), for requirements

Section 4 Inquiries

1. Questions - Proposers may submit questions no later than the day and time listed herein. The Purchasing Department shall not respond to any questions submitted through any other formats other than email. The purpose of the question period is to promote a proposer's full understanding of solicitation requirements by providing binding answers to the questions submitted. The Purchasing Department shall not be bound by any verbal or written information that is not contained within the solicitations documents or formally notices issued by the District. All questions shall be submitted no later than **June 14, 2018 @ 1:00 PM CT** to Mr. Dan Fuller at fulled@bay.k12.fl.us with answers to questions submitted being issued via addendum no later than **June 19, 2018 @ 4:00 PM CT**.
2. Any addenda issued to this bid request, will be posted to the Purchasing Department Website. To access go to: <http://www.bay.k12.fl.us/bids> prior to submitting the response. It shall be the sole responsibility of each proposer to contact the Purchasing Department (850) 767-4207 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.
3. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

Section 5 Term of Contracts

The coverage/contracts resulting from this proposal shall be as follows:

1. Tele-Medicine Services – **The contract shall be for a 12-month period with starting date anytime between September 1, 2018 and January 1, 2019.** Upon mutual agreement of the School Board and Service Provider(s), coverage/contracts may be extended for four (4) additional one (1) year periods.
2. Either party may cancel the contract(s), without reason, with written notification. Cancellation must be in writing and received 120 days prior to December 31st of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. The resulting contract from this proposal may be canceled by the District, at any time, for the contractor's failure to comply with proposal specifications. Funding for this proposal is subject to availability of appropriated funds. Invoices are to be broken down and detailed as per items listed on proposal form and will be audited for the length of the contract with the District.

Section 6 Minimum Qualifications of Proposer

Proposals will be accepted from financially sound company authorized to do business in the State of Florida. A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this solicitation. Failure to provide evidence of current licensure,

certification or other evidence of legal authority to do business in the matters of this solicitation may render your offer non-responsive.

If claims administration services are to be provided by an organization not rated by A.M. Best or another nationally recognized rating firm, proposals will only be accepted if the organization providing the services:

1. Has, as of the proposal return date specified in the RFP, been successfully operating as a Tele-medicine Provider for a minimum of five consecutive years; and
2. Submits with its proposal, its last audited financial statement issued by a certified public accountant, dated no earlier than 18 months prior to the proposal date specified in this RFP.

Section 7 Conduct of Proposers

See Part I, General Conditions, Section 3- Conditions, Paragraph 23- Cone of Silence, and, Part II, Special Conditions, Section 4- Inquiries, Paragraphs 1-3.

Section 8 Evaluation and Award

The proposal review committee will select one or more proposer(s) for each product based upon the evaluation criterion below. The Committee will select the Providers it deems most qualified as finalists and will conduct simultaneous negotiations with each vendor regarding cost, coverage, quality and service and will recommend to the School Board an award of the contract to the vendor(s) that provide the most responsive and responsible proposal that is most advantageous to the School Board.

Tele-Medicine Services

EVALUATION CRITERION

Cost - Although cost will be a major consideration in evaluating proposals, it will not be the only consideration. Cost will include (but not be limited to) disclosure of rates/premiums, services cost and claims cost, cost guarantees.

Coverage - The amounts and breadth of coverage and extent of deductibles, co-payments, coinsurance, restrictions or exclusions.

Providers – The number and types of providers, licensure and number of years in medical profession.

Service/Customer Service - The administration capabilities and experience of Proposers. This includes such items as enrollment assistance, service responsiveness, communication with the School Board staff on program administration, quality of billings and experience reports, Internet website, attendance at District Insurance Committee and School Board meetings/events (if requested), willingness to engage in at-risk performance guarantees, etc.

Reporting Services – Quarterly and annual reports of paid claims, quality of experience reports and developing ad-hoc reports.

Stability - Financial stability of the Proposer and the number of years in business, etc.

References – The input received from references contacted and the relevant experience such references display.

Presentations – Presentations may be requested of the top ranked vendors. The quality of the presentation and the information provided about the proposal and expectations for service to the School Board.

Notes:

1. This RFP solicits proposals for tele-medicine services from a carrier approved in the state of Florida to conduct business and all services are provided within the United States.
2. The District anticipates entering into a contract with the Proposer(s) who submit the proposals judged by the District to be most advantageous.
3. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the District and executed by all parties.
4. The School Board reserves the right to reject all proposals, to waive any informality, to negotiate with vendors, and to solicit and re-advertise for other proposals.

Section 9 Legal Requirements

1. Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes that may arise between person(s) submitting a response to RFP hereto and the School Board by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
2. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations that may be applicable.

Section 10 Liability

The respondent shall hold and save the School Board, its members, its officials, officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from this RFP.

Section 11 Audit Records

The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the School Board under any contract resulting from the RFP, and agrees to provide a financial and compliance audit to the School Board or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this RFP.

Section 12 Retention of Records

Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years post contract. Copies of all records shall be made available to the School Board upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the School Board within thirty (30) days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the District of the location of all records pertaining to the contract resulting from this RFP and shall notify the District by certified mail within ten (10) days if/when the records have been moved to a new location.

Section 13 Proposal Questionnaire

1. Proposers should complete the Proposal Questionnaire Part VII of this RFP. All blanks on the Proposal Questionnaire should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."
2. Supplemental information may be attached to the Proposal Questionnaire. Failure to fully complete the Proposal Questionnaire may result in disqualification of your proposal.
3. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached.
4. The signature on the Proposer's Warranty must be that of an officer, partner or a sole practitioner of the company making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer's Warranty contained on the RFP coversheet.

Section 14 References

Proposers should provide at least five (5) references for whom similar coverage/services have been provided in the past three years. References from the District's general geographic area and from similarly sized Florida counties, municipalities and/or other governments are preferred.

Section 15 Deviations from the Current Benefit Program

The contract terms and conditions stipulated in this RFP are those desired by the School Board, and preference will be given to those proposals in full or substantial compliance with them. All deviations from the current benefit program must be clearly identified and stated in the proposal.

Section 16 Multiple Lines of Coverage

Include, in writing, all discounts available through bundling or combining proposed products with other lines of coverage, if applicable.

Section 17 Acceptance of Electronic Enrollment

Successful Proposer must have the capability of accepting electronic enrollment data and working cooperatively with our contracted Benefit Administration Platform, the School Board's current vendor who provides on-line benefits administration and enrollment services.

Section 18 Commissions

All proposals should include a standard commission schedule based on a TeleMedicine contract. Commission arrangements, if any, will be between the School Board, the successful Proposer, and our consultant. We are **NOT** seeking proposals from other agents, brokers or consultants.

Part III - Common Contract Provisions

Section 1 Provisions Incorporated by Reference

Part III contains requirements and endorsements, which are common to more than one coverage or service. The contract requirements and endorsements set forth in this Part III are incorporated by reference in such sections. Those provisions, which are identified as endorsements, are to be included verbatim in the contract.

Section 2 Prohibition of Warranty Endorsement

The Company acknowledges that the District has made a reasonable attempt to provide the Company with relevant and appropriate rating exposures and loss data. The Company therefore waives any right of denial of coverage or avoidance of the contract based upon any expressed or implied warranty or representation (whether written or oral) that the rating exposures and loss data provided disclose all exposures or data known to exist.

Section 3 Sole Agent Endorsement

It is agreed that the District shall be the Sole Agent with respect to payment, cancellation, and notice with respect to the Contract between the District and the successful Proposer(s). Any notice with respect to the foregoing shall be sent in writing to:

Bay District Schools
Dan S. Fuller
GM of Purchasing, Contract, & Materials Management
1150 West 17th Street
Panama City, FL 32405

Section 4 Hold Harmless/Indemnification Provision

The successful Proposer shall hold harmless, indemnify and defend the School Board, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed hereunder, whether or not due to or caused by negligence of the School Board, its members, officials, officers or employees, excluding only the sole negligence of the School Board, its members, officials, officers and employees.

Section 5 Termination and Non-Renewal Endorsement

1. Notwithstanding any provision in this Contract to the contrary, except with respect to cancellation of this Contract for non-payment (for which at least sixty (60) days' written notice shall be provided), the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this Contract except:

- as of the end of the 12 month anniversary of the Contract; and
- then only when such action is to be effective at least one hundred and twenty (120) days after receipt by the District, of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.

2. The Company may not effect cancellation of this Contract for non-payment until at least sixty (60) days after receipt by the District, of valid written notice from the Company of the Company's intention with respect to such cancellation.

3. The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to:

Bay District Schools
Dan S. Fuller
GM of Purchasing, Contract, & Materials Management
1150 West 17th Street
Panama City, FL 32405

4. This Contract may be canceled at any time at the request of the District, by written notice to the Company stating when thereafter cancellation is to be effective. If the District is required to provide advance notice to the Proposer of cancellation or non-renewal, the required notice should not exceed sixty (60) days. In the event of termination of this Contract, for whatever reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to the District, within thirty (30) days from the date of termination.

Section 6 Rerating Endorsement

1. Notwithstanding any provision in this Contract to the contrary, the Company may not affect any increase of rates or other consideration applicable to this Contract except:

- as of the end of the 12 month anniversary of this Contract; and

- then only when such increase is to be effective at least ninety (90) days after receipt by the School Board, of valid written notice from the Company, stating specifically the amount of change proposed. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Contract, shall **not** constitute a valid notice.
2. The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:
- Bay District Schools**
Dan S. Fuller
GM of Purchasing, Contract, & Materials Management
1150 West 17th Street
Panama City, FL 32405

Section 7 Provision of Legal Defense

Please indicate the extent to which the Proposer will provide a legal defense and/or pay claims in the event of suits by plan participants.

Part IV - Tele-Medicine Service

Section 1 Contract Period

For services, an initial twelve (12) month contract with a starting date between September 1, 2018 and January 1, 2019 and may renew the program for four (4) additional plan years thereafter. Renewal guarantees are encouraged and will be considered favorably.

Section 2 Rate Guarantee Period

Regardless of actual enrollment, the initial rates shall be guaranteed for 12 months from start date. Changes after the initial Contract period shall be subject to the Rerating Endorsement.

Section 3 Ownership of Claim Data

1. The District shall have all right, title, interest and ownership to all loss statistics created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the District, and upon fourteen (14) calendar days' written notice, the successful Proposer shall provide such data to the District.
2. At the termination of the contract, the successful Proposer shall provide the District with computer tapes or other computer media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.

Section 4 Audit Requirement

At the sole option of the District, the successful Proposer shall submit to an audit by, or on behalf of, the District of the successful Proposer's files and procedures as they relate to the District.

Section 5 Eligibility & Enrollment

Approximately 3,400 participants. Eligible participants include all District personnel, retirees, dependents eligible and/or enrolled with the District Health Insurance Plan.

Part V - SCOPE OF SERVICES

This part contains information on services and procedures that the TM Vendor must provide, or adhere to, in servicing the Districts' account, either directly or through identified subcontractors. The descriptions are not all-inclusive, but are provided to alert you to services or procedures that may require additional planning or programming on your part. The following is a list of services the Board expects the successful proposer to provide.

Please respond by restating each service listed below, including the number, and confirm your intention to provide the service as described, respond by stating, *"Confirmed"*. If your organization can provide the service, but not exactly as described, respond by stating, *"Confirmed, but with exceptions"*, and state the specific exceptions. If your organization intends to provide a listed service through a subcontractor, respond by stating, *"Confirmed, service will be provided through subcontractor"*, and name the subcontractor. If your organization is currently unable to provide a listed service, respond by stating, *"Unable to provide this service"*. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

Section 1 Medical Consultation Services

1. The TM vendor shall be required, at a minimum, to provide real-time, interactive via telephone and/or videoconference consultations with American Medical Association/Board Certified Physicians, Physicians Assistants, or Nurse Practitioners for routine and/or urgent care to Plan participants twenty-four hours a day, seven days a week with minimal wait time. Consultations must be conducted by persons whose primary language is the same as the Plan participants. These TM Vendor services are defined as the HIPAA-compliant delivery of health care services such as diagnosis, consultation, or treatment through the use of interactive audio, video, or other electronic media to improve a person's health and well-being.
2. Additional optional services/specialties may include but are not limited to the following:
 - Mental Health Services
 - Maternity Management
 - Chronic Condition Care Management
 - Diet and Nutrition (Registered Dietician)
 - Tobacco Cessation Management
3. Any additional services/specialties a TM vendor would like to propose should be included in the vendor's answers to the questionnaire in Part VI and clearly defined in the proposed fee schedule. The board reserves the right to incorporate additional services provided by the selected TM vendor during contract negotiations.
4. The mobile application must be available for download for both Apple® and Android® powered devices, and fully functional when using prominently available data connection. If a consultation is disconnected unexpectedly, prior to completion of the consultation, the TM vendor will be required to follow-up with the participant within thirty (30) minutes.

Section 2 Eligibility

The selected TM Vendor shall verify eligibility prior to performing any services. It is the TM Vendor's responsibility to coordinate the verification process with the Plan's TPA to ensure an efficient and accurate method.

Section 3 Claims Processing

The selected TM Vendor shall be considered a participating provider in the Plan's exclusive provider network. An electronic HIPAA compliant claim is required to be submitted to the TPA for each consultation provided to a participant. TM Vendor must agree to receive payment electronically from the TPA for covered consultations. TM Vendor shall have a method for collecting payment from participants in accordance with the applicable Plan benefits.

Section 4 Prescriptions

The TM Vendor shall have the ability to submit prescriptions electronically, in a HIPAA compliant environment, to the participant's pharmacy of choice. It is expected that the percentage of consults resulting in a prescription (consult prescription rate) remains consistent or below with the national average rate at brick and mortar practices.

Section 5 Staffing/Account Services

The TM Vendor shall assign a dedicated, but not necessarily exclusive, account manager to; a) participate in activities relative to all aspects of the contract between the Board and the TM Vendor. b) meet with the Board in person on a quarterly basis, if requested, to review services and make recommendations regarding services and/or programs. The TM Vendor will maintain a sufficient number of qualified medical and administrative staff to meet the needs of the Board and the participants.

Section 6 Marketing/Communication Materials/Forms

1. The TM Vendor, at its own cost, is responsible for marketing their services including all applicable designing and printing of informational materials, with the Board's approval, as necessary and required, to implement and administer the services required in this RFP. Informational materials should be customized to include language and design specific to the Plan.

2. The TM Vendor, at its own cost, shall provide the TM Vendor's informational materials to all participants enrolled in the Plan at the time of implementation including the cost of mailing any communication materials to participant home locations. The TM Vendor, at its own cost, shall provide and maintain a supply of the TM Vendor's informational materials to the Board and departments sufficient to Plan participants at the time of implementation and throughout the terms of the contract when requested. Participants enrolled after the implementation will receive informational materials from the participant's department. TM Vendor shall perform the obligations set forth in this paragraph in accordance with the communications plan to be developed with and agreed to by the Board.

3. The TM Vendor is required to receive approval from the Board prior to using the Board's or the Plan's name or benefit information in any publications or printed material or, any publications or printed material mailed or provided directly to participants or, any change in the services to be provided by the TM Vendor.

Section 7 On-going Communications

1. The TM Vendor shall develop a communication plan for all participants with the goal of increasing awareness of the TM services and overall utilization. The plan should utilize a variety of distribution methods including but not limited to direct mail, electronic mail and other appropriate electronic media. Monthly reports should be available to assess plan effectiveness. Please provide samples of proposed communications in Tab 2 of your proposal.

2. The TM vendor will be required to attend benefits fairs during the 2018-2019 implementation year to promote the TM service and provide demonstrations. The TM Vendor will also be required to attend Plan sponsored seminars throughout each year to promote the TM services and increase utilization.

3. The TM Vendor will be required to conduct annual participant satisfaction surveys. The survey results to include sampling size and methodology should be included in the TM Vendor's standard reporting.

Section 8 Standard/Ad Hoc Reporting

1. The TM Vendor shall furnish standard reports in a form and content approved by the Board. These reports will be provided, at the Board's request, in a hard copy and/or electronic format. Additionally, the TM Vendor will provide adhoc reports at the Board's request. The TM Vendor shall provide the Board, for the Board's approval, the time and

cost for the development of adhoc reports prior to the development of the report.

2. The TM Vendor shall provide to the Board quarterly and year-to-date summary reports including, but not limited to, the following:

- Consultation Utilization
- System Availability/Wait times
- Prescription Utilization

Part VI - QUESTIONNAIRE

Section 1 General

1. Provide the name, title, mailing address, e-mail address, and telephone number of the contact person for this proposal.
2. State the full name of your organization, and provide the address, and telephone number of your principal place of business and any location at which the proposed services will be performed.
3. Describe your organizational structure. Indicate whether your organization operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your organization's Board of Directors.
4. How long has the organization been in business providing services similar to those requested in this RFP? Please indicate the month and year in which your organization was established.
5. List the name and principal occupation or business of any person or entity owning 10% or more of your organization.
6. Describe any changes in the organizational structure that have occurred within your organization over the past twenty-four months, or are anticipated during the next twenty-four months including, but not limited to, addition or elimination of product or business lines, mergers, acquisitions, etc.
7. Describe any ownership or name changes your organization has been through in the past three years. Are any ownership or name changes planned?
8. What was the average number of employees of the organization during calendar year 2017? Please list the net change in number of employees from January to December 2017 with explanation if change is significant.
9. Provide a complete resume for each key person who will oversee the services rendered to the Board, including detailed information on any special training or designations. Specifically identify the medical director, operations director, and account executive who will serve as the primary contact for the Board. Provide each person's total number of years of experience related to the services being requested in the RFP. **Please include these resumes as an appendix to your proposal in Tab 10.**
10. State if the proposed account executive, any officers or principals and/or their immediate families are, or have been within the preceding twelve months, employees of the State of Florida.
11. Provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your proposal. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.

12. List your organization's accreditation (URAC or NCQA) or service/quality ratings, including year obtained and certification duration if applicable.
13. Does your TM organization meet the state licensing requirements in the State of Florida to provide the requested TM services?
14. The Board must have prompt and direct access to the Vendor throughout the contract period. Describe in detail how your organization will provide this access.
15. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
16. During the past five (5) years, has your organization, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If so, provide details including dates and outcomes.
17. During the past ten (10) years, has any of your medical professionals been charged with medical malpractice? If so, provide details including dates and outcomes.
18. Has your organization been cited or threatened with citation within the last three years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If the answer is yes, please describe the circumstances in detail.
19. Has your organization had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last three years? If the answer is yes, please describe the circumstances and the corrective action in detail.
20. Confirm that your organization is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Florida.
21. The TM Vendor shall cooperate with the Board and with all other contractors of the Board with respect to ongoing coordination and delivery of services and in any transition of responsibilities. Confirm you will comply with this requirement.
22. Please confirm the proposal is valid for at least 180 days subsequent to the date of submission.

Section 2 Medical Consultation Services

1. Clearly explain your approach to providing Tele-medicine services (e.g., immediate service, care coordination with PCP providers, etc.), and the advantages/disadvantages that approach has.
2. Describe how using Tele-medicine is consistent with and/or preferable to the current standard of care.
3. What is unique about your Tele-medicine service that distinguishes you from your competitors?
4. Describe your arrangement with the medical professional providing services by specialty type (employees, ownership, contract workers, etc.)
5. For the TM services requested in this RFP, please complete the following chart. If services for a particular provider

specialty are not provided, please indicate N/A:

Provider Type	Average Length of Employment	Number of Fulltime Employees	Number of Part-time Employees	Number of Contract Workers	Total Consults provided in 2017	Total Consults provided in 2016
Family/General Practice						
Nurse Practitioners						
Dermatology						
Mental Health Providers						
Internal Medicine						
Pediatrics						
Registered Dietician.						
Other:						

6. Please provide the following information regarding your telephonic TM services for calendar year 2017.

Provider Type	Hours of Operation	Average Monthly Consults	Average Wait Time for Consult	Average Length of Consults	Percent of Consults Referred to Emergency Room	Percent of Consults Providing Prescription
Family/General Practice						
Nurse Practitioners						
Dermatology						
Mental Health Providers						
Internal Medicine						
Pediatrics						
Registered Dietician						
Other:						

For the TM services requested in this RFP, please indicate the following:

7. Are your providers also engaged in private practice? If so, describe how their work shifts are scheduled.
8. Will expansion be required for your organization to provide the services requested in the RFP? If so, please indicate the number and types of new staff you would need to hire to implement the requested services for the Board.
9. Please provide your staff turnover rate by all positions involved in the TM services in calendar year 2017 for your company.
10. Please describe the qualifications required for all providers conducting consultations.
11. Describe any specialized telemedicine training your staff has completed.

12. Are your providers trained in telephone triage (i.e., Tele-Triage) protocols? If so, explain.
13. Describe the setting from which providers conduct consultations (brick and mortar practice, home office, call center, etc.)
14. Are appointments made in advance? If so, describe the options available by which a participant can make an appointment (e.g. web, mobile, call center, brick & mortar walk-in) and the percentage of appointments made in calendar year 2017 through each modality. Do you guarantee same day appointments?
15. Are participants able to view each available provider's credentials and biography prior to scheduling an appointment?
16. Are participants able to choose which providers they would like to see for a consultation among those available at that particular time?
17. Are they able to schedule an appointment with a specific provider of their choice?
18. Are patients required to provide their medical history prior to their first interaction with a physician? If yes, is this available online? Can they provide a history via telephone?
19. Do you reach out as needed to the patient's PCP or specialist for additional records?
20. Does the participant receive a consultation summary following each visit? If so, is it communicated via email, mail or both?
21. Please confirm your ability to determining participant eligibility with the Plan prior to the consultation. Describe that process.
22. Please confirm your ability to verify benefits prior to the consultation and capability to determine if the participant owes a copay, deductible or coinsurance. Describe the process.
23. Describe the payment methods available for participants to pay co-pays of the consultation fee. When is it collected?
24. What are your protocols related to referrals for specialty care?
25. What are your protocols related to referrals for emergency care?
26. Does your intake process in triaging for treatment such as urgent care, non-emergent care, and emergency?
27. Do you have the ability to electronically file claims with the Plan's TPA (Currently TRIUNE)? Describe your process.
28. When referral to a traditional brick and mortar practice is appropriate, confirm you will refer within our contracted provider network.
29. What services are available to accommodate special populations, including non-English speaking, hearing and visual impaired, neuro-development diminished, and the elderly?
30. Does your firm have a maximum allowed length for consultations? If yes, is the participant charged an additional amount if consultation exceeds the maximum allowed length?

31. Please describe the process for following up with a participant whose consultation is disconnected via the mobile application, website, and telephone service.
32. Please describe what services are included in a typical consultation fee.
33. Please list all scenarios that would result in a refunded consult fee. What is the refund timeline?
34. Please provide procedures for the writing prescriptions.
35. Please describe your company's e-prescribing platform.
36. Please explain in detail how you calculate utilization rate.
37. What is your return utilization rate for 2017?
38. Describe the options available by which a participant may have a consultation (e.g. phone, email, chat, video, etc.) and the percentage of 2017 consultations provided through each modality.
39. Do you offer the ability for a participant to upload an image/photo for provider examination during the consultation?
40. What app stores have the mobile application available for download?
41. Confirm the mobile application is available for both Apple® and Android® phones.
42. Please list the top ten diagnoses your company treated in 2017 segmented by service/specialty and method of TM access.
43. Please provide your web address or mobile application along with a guest logon ID and password for viewing of your online portal or demo site. Describe the online resources available to participants through your organization's website.

Section 3 Optional Services

1. Describe any experience your company has with providing maternity management services.
2. Describe any experience your company has with providing chronic disease care management.
3. Describe any experience your company has with providing tobacco cessation management
4. Describe any experience your company has with providing weight management services (diet and nutritional counseling).

Section 4 Quality Assurance

1. Please describe the process by which provider consultations are monitored and reviewed for quality. Also address frequency of review.
2. Does your company conduct satisfaction surveys? If so, please provide the following
 - A. Provide the results of the most recent participant satisfaction survey as an appendix to your proposal.
 - B. Who conducts these surveys on your behalf?

- C. Are surveys conducted telephonically, via mail, or via email?
- D. What is your survey response rate?
- E. What steps has your company taken to improve response rates?
- F. What actions have you taken to address the results of your surveys?
- G. Please confirm your agreement to conduct satisfaction surveys for the Plan.

Section 5 Reporting Capabilities

1. For reporting to clients, please provide samples of the reports that would provide those required elements listed under Part V – Scope of Services, Section 8 - Ad Hoc Reporting. If samples are not available, please indicate if reports can be created prior to implementation of this contract.

Section 6 Client Service and Communications

1. Confirm that you are willing to assign a dedicated account manager to participate in activities relative to all aspects of the contract between the Board and the TM Vendor, and to meet with the Board on a quarterly basis to review utilization and make recommendations regarding services, if requested.
2. Describe your organization's communication process (e.g. welcome packet, newsletters) and patient education materials to participants.
3. Would you be willing to customize participant communications materials for the Board?
4. Confirm you have provided a sample of the most recent communications release as an appendix to your proposal.
5. Confirm that your fee proposal includes any possible additional costs related to providing participant communications, including the cost of mailing any communication materials to participants' home addresses.

Section 7 Audit and Compliance

1. Provide proof of professional and comprehensive general liability insurance coverage, including stated amounts and limits.
2. Please provide a copy of the most recent annual report for your organization and parent organization (if applicable).
3. The Board reserves the right to audit all records maintained by the TM Vendor and/or its affiliates relative to the TM Vendor's performance under this contract. The TM Vendor agrees that upon forty- eight (48) hours' notice by BDSFA to the TM Vendor, BDSFA shall have the right to perform financial, performance, and other special audits on such records maintained by the TM Vendor during regular business hours throughout the contract period. The TM Vendor agrees that confidential information including, but not limited to, medical and other pertinent information relative to participants in the Plan, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from BDSFA.
4. The selected TM Vendor will make available all records, as defined by the selected auditor, for review at no cost to the Board. Please indicate your acceptance of this proposal requirement and willingness to cooperate. Any ancillary fees, which may be incurred by the Board for on-site audits, should be included in your proposed rate for TM services.
5. Does your organization undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16

report or equivalent prepared by a qualified Certified Public Accountant? If so, please provide a copy of the most recent report.

Section 8 Implementation

1. Please include in Tab 3 a copy of your project plan that indicates a service start date of January 1, 2019. Identify tasks, critical events, Critical Path, Milestones, timelines and the responsible parties.
2. If your organization is selected by the Board, will you be fully operational and have all contractual processes and procedures in place by January 1, 2019?
3. Would you be willing to assign an exclusive team to assist with the implementation process, if needed?
4. Would you be willing to support the Board with employee meetings at various state agencies, universities, school districts, and other employee locations?
5. Describe the most frequent problems you have encountered during previous implementations for plans of this size. How were these resolved?

Section 9 Performance Standards

1. The TM Vendor to whom the contract is awarded must agree to abide by mutually agreed upon performance standards, including but not limited to provider access, wait times, system access, reporting, etc. It is anticipated that performance shall be reported quarterly by the TM Vendor. Please provide performance standards you are willing to offer, as well as any financial amounts you will agree to risk for failure to meet a performance standard (I.E. Performance Bond).

Section 10 References

1. List five (5) clients who can serve as references with preferences being 1) governmental clients and 2) largest clients. For each reference, provide a name, full address, contact person, title, and phone, membership size, list of services you provide, a description of the results you have achieved, and the duration of the relationship with your organization. If one account matches more than one of the requirements listed above, provide an additional reference.
2. In addition, please provide the names of all employer clients who have terminated their relationship with your organization in the past year. Include the client name, a contact person, full address, and telephone, membership size, list of services you provided, duration of relationship, and the reason for termination.

Section 11 Fees

Confirm that all fees are guaranteed through the potential five (5) year term of the contract. Confirm there are no other costs to the Board other than those listed above that will be charged for the services described in this RFP or for any other services proposed by you.

Section 12 FEE SCHEDULE

1. Please complete the following Fee Schedule. Rates for each of the five (5) years must be included. Compensation for TM services will be based on a fee for service methodology, with the TM Vendor responsible for electronically filing claims with the Plan’s TPA, using the appropriate medical billing codes, in order to receive reimbursement for medical consultation services provided.

Medical Consultation Fees:	2018	2019	2020	2021	2022
Primary Care Provider					
Specialist					
Registered Dietician					
Mental Health Counseling					
Chronic Care Management					
Other:					

2. List below and describe any other fees (non-medical) that you propose to charge the Board:

Non-medical service fees:	2018	2019	2020	2021	2022

3. Provide cost on a PEPM basis for the following classifications:

- A. Active full-time Employees and their dependents covered under the district’s medical plan(s)
- B. Active full and part-time employees and their dependents not covered under the district’s medical plan(s)
- C. Retirees and their dependents – direct bill

4. Provide cost on a PEPM basis noted above for the following copay options:

- A. \$0 copay for all classes
- B. \$20 copay for all classes
- C. \$35 copay for all classes

5. The fees listed above are firm for the duration of the contract and are not subject to escalation for any reason unless the contract is duly amended. No additional compensation shall be provided by the Board for any expense, cost, or fee not specifically authorized by the resulting contract. The Board will not pay any upfront fees prior to the January 1, 2019 contract effective date. All fees or charges related to any service to be provided must be identified.

Part VII
Proposal Questionnaire

Please complete Proposal Questionnaire as the information applies. Type or hand write the responses in ink; corrections should be typed or in ink and initialed. Do not leave any question blank. If it does not apply, type or write in "NA." It is suggested that these forms be photocopied for work copies prior to final completion of all information.

GENERAL INFORMATION

1. Insurer/TPA/PPO: _____

2. A.M. Best's Rating: _____

3. Insurer/TPA/PPO authorized to do business in Florida? _____

4. Proposer _____ Toll Free Telephone: _____

- Contact Name: _____ Telephone #: _____

- Fax #: _____ Location: _____

5. Insurer approved in accordance with Florida Statutes; documentation provided? _____

6. One original and 6 copies of proposal and electronic file submitted and valid for 90 days? _____

7. Are sample contracts, forms, riders provided for analysis? _____

8. Will you provide 120 days notice of non-renewal and rate/cost change? _____

9. Will 90 days notice of termination by the Bay County School District be acceptable? _____

10. Are there any services desired in this RFP for which you do not have the "in-house" capability to perform work and for which you will subcontract? _____

Explain: _____

	<u>Yes</u>	<u>No</u>
11. Does your proposed program comply with all applicable Florida and Federal Statutes regarding insurance of group benefits, and will you assure future compliance?	_____	_____
12. Will you provide general administration services as requested for the benefits plan?	_____	_____
13. Have you enclosed your proposed administrative contract?	_____	_____
14. Are you agreeable to negotiation to contract terms?	_____	_____
15. Will you assist in the enrollment process and conduct employee benefit meetings, including presentation of plan information, if your participation is requested?	_____	_____
16. Will you provide a plan document, and certificates or booklets, and any other appropriate literature to describe the benefits to employees?	_____	_____
17. Will the literature be distributed to employees in layman’s terms, and be subject to approval by the District?	_____	_____
18. Will you perform the claims service requested by the District?	_____	_____
19. Will you make a toll-free telephone number available to District and plan participants to call you regarding problems, questions, etc.?	_____	_____
20. If the answer to the above question is no, will the District and plan participants be allowed to call you collect?	_____	_____
21. Will you provide for direct payment to network providers upon assignment by employees?	_____	_____
22. Will you provide for coordination of benefits with all other available sources, so long as not prohibited by law?	_____	_____

	<u>Yes</u>	<u>No</u>
23. If applicable, have you provided a sample of your claims forms and a sample of the Explanation of Benefits (EOB) form you send to participants and their providers?	_____	_____
24. Are the above forms available electronically?	_____	_____
25. Have you submitted a listing and sample copies of the variety of claims reports and other management reporting systems available to the District?	_____	_____
26. Have you stated which of the available claims reports and other management reporting systems you are including within the costs of your proposal?	_____	_____
27. Have you provided specifics about your capability and cost to modify existing report formats to comply with the District desires for premium/claims experience information?	_____	_____
28. Have you provided evidence of your Comprehensive General Liability, Business Automobile Liability and Worker’s Compensation insurance in the required limits?	_____	_____
29. Have you stated all differences to the existing plans?	_____	_____
30. Do you agree to waive the actively at work provision for the coverage(s) you are quoting?	_____	_____
31. What is the location and staffing of the claims office that will serve the District? _____		
32. What will be your frequency of claims payment? _____ _____		
33. What is the approximate time service that may be expected for claims payments? _____ _____		
34. State and define your claim turnaround time. _____ _____		

35. List here the name(s) of any District employees or Board members who own, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

36. List here the name(s) of any officer, director or agent who is also an employee of the District.

37. Identify the earliest date you will accept a disclosure statement for a binding agreement of service?

38. Please provide group name and contact numbers for two terminated groups in our area that your company serviced within the previous two-year period?

39. Please provide the group name (county), total members, contact name and phone number for all School Boards in Florida that your company currently provides services. Please specify those located in the Florida panhandle area?

Part VIII

Appendices

SOURCE OF INFORMATION

Bay County School District, and current vendors and carriers supplied all data and statistical information.

APPENDICES

Appendix A: Extended Census – Tele-Medicine – Available as a separate file

Appendix B: Required forms (attached)

Public Entity Crime, attachment A

Debarment Certification, attachment B

Drug-Free Workplace Certification, attachment C

Conflict of Interest Disclosure, attachment D

Local Preference Request, attachment E

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

Notary Stamp

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

RFP 17-P-064-DR/Voluntary Emp. Ins.
RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT B (CONTINUED)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C
DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

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

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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: _____

ATTACHMENT D

CONFLICT OF INTEREST/DISCLOSURE

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I or Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

SECTION I

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

SECTION II

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

_____	_____	_____
Name	Title or Position	Date of Filing

_____	_____	_____
Name	Title or Position	Date of Filing

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

**ATTACHMENT E
CLAIMING LOCAL PREFERENCE**

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our MAIN/HOME office is located in Panama City. It is located at:

_____.

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

_____.

Additional Comments:

