



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

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March 22, 2021

To All Interested Parties:

Subject: Provide Medical Services for Suffolk Public Schools

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide Medical services for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully. **Interested parties are invited to submit an original and one electronic copy (USB thumb drive is preferred) marked "Provide Medical Services" to the address below on or before 2:00 pm on Tuesday, April 13, 2021 or through the EVA portal. We are not anticipating any extensions for this proposal. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. The preferred electronic format is a USB thumb drive.** Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

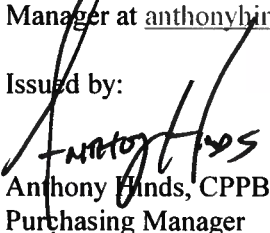
Anthony W. Hinds CPPB
Department of Purchasing,
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

This Request for Proposals is published on the Suffolk Public Schools and on the EVA site. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria are enclosed in the RFP, no other criteria will be used.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, Purchasing Manager at anthonyhinds@spsk12.net or fax to 757-942-4333.

Issued by:


Anthony Hinds, CPPB
Purchasing Manager

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I SCOPE OF SERVICES

It is the purpose of this Request for Proposal (RFP) to solicit sealed proposals to provide medical services as described for Suffolk Public Schools or other school districts listed in the cooperative procurement clause. Please note that all services shall be provided onsite at one of our 22 school facilities. Each facility has an appropriate office area that offers privacy for conducting medical examinations.

A. Scope of Services

1. The successful offeror shall provide medical services which will include, but not be limited to the following:
 - a. Medical examination of students for the purpose of special education evaluations/placements
 - b. Medical examination of students for Special Olympics
 - c. Scoliosis rechecks (nurses do initial screenings and would refer if necessary)
 - d. Medical consultations with school nurses, school personnel and/or parents as needed
 - e. Medical examination of students for Occupational and Physical Therapy programs
 - f. Inservice training for school nurses upon request
 - g. Pre-employment bus driver physicals
 - h. Annual bus driver physicals
 - i. Provide medical oversight and prescriptions for all state mandated stock medications in schools
2. The successful offeror shall be fully qualified and licensed to provide the required services.
3. The successful offeror shall have and maintain insurance that will protect him/her from claims and damages for personal injury and medical malpractice which may arise from duties performed under the term of the agreement.
4. All services shall be coordinated with the Supervisor of Health Services for Suffolk Public Schools.
5. The successful offeror shall keep all student records in a secure location preventing access by unauthorized individuals and shall not provide any student information to other sources without the written consent of the parent and the School Board.
6. The successful offeror shall comply with Family Education Rights and Privacy Act (FERPA).

****Please note the following:**

Numbers of patients seen is unknown. On average the school system performs about 15 physicals per week. There may be a need to travel to multiple schools (average 5-7 in one day) to perform needed examinations. Examinations will need to take place at each of the 22 locations.

The use of MCH213, Certificate of School Health Examination is required.

SECTION II COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies."

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor ' s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction

SECTION III PROPOSAL REQUIREMENTS

Each Offeror interested in submitting a proposal for consideration, please submit the following information in a sectional format.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest, and the ability to provide the required services. The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone number, fax number and email address must be included in the letter of introduction. In addition, the letter of introduction must include the following non-collusion statement:
“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”
- B. Provide details of all services that will be provided as a part of this program and any additional optional services available.
- C. Provide the name(s) and resume(s) any and all other persons who will be providing services under this agreement. This information shall be updated on a regular basis during the term of the agreement. Resumes shall clearly illustrate the education, experience and qualifications of the proposed professionals.
- D. Provide a list of references for services provided similar to those required in this Request for Proposal with contact information.
- E. Provide proof of insurance.
- F. If applicable, provide samples of forms and reports that will be used to provide services to include, but not be limited to consent forms, release forms, intake reports, testing reports, monthly reports and discharge form

SECTION IV EVALUATION CRITERIA

The successful offeror will be selected based upon the following criteria:

- A. Qualifications and experience of the professional(s) who will be providing services. Demonstrated by way of a resume, professional certifications, licenses. – 40 Points
- B. References provided. Similar sized or larger school divisions. Provide a minimum of three. – 30 Points
- C. Availability of professional personnel that is available to meet the needs of Suffolk Public Schools – 30 Points.

**SECTION V
SELECTION OF OFFEROR**

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. The School Board reserves the right to make multiple awards if in the best interest of the School Board, but the intent with this RFP is to select a single provider, if possible.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposals.
- F. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.

**SECTION VI
TERMS AND CONDITIONS**

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** Shipping instructions will be noted on purchase order(s). All shipping and handling costs shall be at the expense of the offeror.

- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on July 1, 2021 and continue through June 30, 2022 after which this agreement will automatically be extended for four (4) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice by April 1st of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing 30 days prior to April 1st of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Additional services may be purchased to meet the intent of the Request for Proposals and the resulting contract may be extended up to six months should it become necessary to provide a continuity of needed services for Suffolk Public Schools.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board. Copies will be acceptable in accordance with state licensing guidelines.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- H. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** Upon award, the successful offeror and any employee who will have direct contact with students shall provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services, and when relevant, the revocation of any license required to provide such services. (See Attachment 1)

- I. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin.

The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organizations.

- J. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- K. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- L. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- M. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- N. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- O. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.
- P. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the

Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:

1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

- Q. COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- R. TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- S. COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- T. HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.
- U. INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- V. WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- W. PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

- X. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.

- Y. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.

- Z. **IMMIGRATION LAW:** Contractor warrants that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- AA. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No award will be made without this information.

SCC ID Number: _____



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 925-6763

Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.

SUFFOLK PUBLIC SCHOOLS

Attachment 2: SUBSTITUTE FOR FORM W-9

FEDERAL ID NUMBER 54-1643533

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Suffolk Public Schools. If this number is not provided, you may be subject to a 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information. **This form must be typed or printed.**

Owner's Name (if sole Proprietor) _____

Legal Business Name _____

Address _____

State, City, Zip Code _____

9 Digit Taxpayer Identification Number

Social Security Number _____ - _____ - _____

Federal Employer Identification Number _____ - _____

Business Designation

You may select more than one:

- | | |
|---------------------------|------------------------------------|
| _____ Individual | _____ Corporation |
| _____ Sole Proprietorship | _____ Personal Service Corporation |
| _____ Partnership | _____ Governmental Entity |
| _____ Estate/Trust | _____ Non-Profit Organization |

Principle Business Activity

List type of Service or Product Provided

Under penalties of perjury, I declare that the information provided is true, correct, and complete, to the best of my knowledge and belief.

Name and Title (Print or Type) _____

Signature _____ Date _____