

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A MEDICAL SERVICES PROVIDER FOR PRE AND POST-EMPLOYMENT SERVICES.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The City currently utilizes the services of a medical services provider to perform pre-employment physical examinations and post-employment drug and alcohol testing, fitness for duty evaluations, and administer vaccines. To continue services upon the expiration of the current agreement, the City needs to release an Request for Proposal (RFP) to seek proposals from qualified parties.

The selected provider will provide a medical doctor licensed to practice in the State of Florida and with the credentials to serve not only as the City physician but also as the Medical Review Office for the City's pre-employment, random and reasonable suspicion drug and alcohol testing programs. The provider will deliver other medical services as required by the City.

The City anticipates selecting one service provider to perform the requested services. However, the City reserves the right to select additional providers if it is deemed to be in the best interest of the City. The attached RFP contains a detailed description of the scope of services and evaluation criteria.

RECOMMENDATION

Approve issuance of the RFP.

Advisory Board Recommendation:

N / A

Financial Information:

Source of Funds:	Amount	Account
	N/A	N/A
Total		

Financial Impact Summary: N / A

City Clerk's Office Legislative Tracking:

Alex Denis, Ext. 7490

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SC-TCS AD	KGB	JLM

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 5, 2014

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP)
FOR MEDICAL SERVICES PROVIDER FOR PRE AND POST-EMPLOYMENT
SERVICES**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

The City currently utilizes the services of a medical services provider to perform pre-employment physical examinations and post-employment drug and alcohol testing, fitness for duty evaluations, and administer vaccines. To continue services upon the expiration of the current agreement, the City needs to release an Request for Proposal (RFP) to seek proposals from qualified parties.

The selected provider will provide a medical doctor licensed to practice in the State of Florida and with the credentials to serve not only as the City physician but also as the Medical Review Office for the City's pre-employment, random and reasonable suspicion drug and alcohol testing programs. The provider will deliver other medical services as required by the City.

The City anticipates selecting one service provider to perform the requested services. However, the City reserves the right to select additional providers if it is deemed to be in the best interest of the City. The attached RFP contains a detailed description of the scope of services and evaluation criteria.

MAJOR RFP REQUIREMENTS

1. MINIMUM QUALIFICATIONS

Please Reference Appendix C, Minimum Requirements and Specifications, RFP 2014-127-LR, for Medical Services Provider(s).

2. SUBMITTAL REQUIREMENTS

Please Reference Section 0300, Proposal Submittal Instructions and Format, RFQ 2014-127-LR, for Medical Services Provider(s).

3. CRITERIA FOR EVALUATION

Please Reference Section 0400, Evaluation / Selection Process, RFP 2014-127-LR, for Medical Services Provider(s).

CONCLUSION

The Administration recommends that the Mayor and City Commission authorize the issuance of RFP 2014-127-LR for a Medical Services Provider(s) for Pre and Post-Employment Services.

ATTACHMENTS

RFP 2014-127-LR for Medical Services Provider for Pre and Post-Employment Services.


JLM/KG/SCT/AD

REQUEST FOR PROPOSALS (RFP)

TITLE: MEDICAL SERVICES FOR PRE AND POST-EMPLOYMENT SERVICES

SOLICITATION No. 2014-127-LR

RFP ISSUANCE DATE: MARCH 6, 2014

PROPOSAL DUE DATE: APRIL 4, 2014 @ 3:00 PM

ISSUED BY: LOURDES RODRIGUEZ



MIAMIBEACH

Lourdes Rodriguez, CPPB, Procurement Coordinator

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6263 | Fax: 786.373.4003 | www.miamibeachfl.gov

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SECTION 0200
INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the proposers and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE. Through this Request for Proposals, the City of Miami Beach, Florida (the "City") seeks proposals from parties interested in providing the City with medical services as further detailed herein. The City has a need to establish an agreement with a medical services provider to perform pre-employment physical examinations, drug and alcohol testing, fitness for duty evaluations, and administer vaccines. The City seeks to retain the highest quality services available. The selected provider will provide a medical doctor licensed to practice in the State of Florida and with the credentials to serve not only as the City physician but also as the Medical Review Officer, as defined in the U.S. Department of Transportation (DOT), Title 40, Code of Federal Regulations (CFR), Part 40. The provider will deliver other medical services as required by the City and local, state and federal laws. The selected provider will also retain all related medical records. The City anticipates selecting one service provider to perform the requested services. However, the City reserves the right to select additional providers if it is deemed to be in the best interest of the City.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	March 6, 2014
Pre-Submittal Meeting	March 20, 2014
Deadline for Receipt of Questions	March 24, 2014
Responses Due	April 4, 2014
Evaluation Committee Review	TBD
Respondent Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	May 2014
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days

prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum.

Procurement Contact: LOURDES RODRIGUEZ	Telephone: 305-673-7000, Extension 6652	Email: LourdesRodriguez@miamibeachfl.gov
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5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. The details of pre-submittal meeting or site visit(s), if necessary, will be noted in Appendix B, Minimum Requirements and Specifications.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective proposers.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested bids and proposed

awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based proposer.

12. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

13. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the proposer to perform the contract.
- (2) Whether the proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

14. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

15. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

16. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

17. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or

agents of the City.

18. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

19. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

20. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced.

21. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

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

24. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

25. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The proposer 's proposal in response to the solicitation.

31. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

32. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

33. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

34. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

35. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

36. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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SECTION 0300**PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: solicitation number, solicitation title, proposer name, proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Proposals are to be received on or before the due date established herein for the receipt of Proposals. **Any Proposal received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1 Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Scope of Services Proposed, Approach and Methodology

Submit detailed information addressing how proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4 Approach and Methodology

Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

TAB 5 Cost Proposal

Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from proposers (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	40
Scope of Services Proposed	20
Approach and Methodology	20
TOTAL AVAILABLE STEP 1 POINTS	80

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Cost Proposal	20
Miami Beach-Based Vendor Preference	5
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	30

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: RFP 2014-127-LR	Solicitation Title: MEDICAL SERVICES	
Procurement Contact: LOURDES RODRIGUEZ	Tel: 305-673-7490, x6652	Email: LourdesRodriguez@MiamiBeachFL.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is proposer claiming Miami Beach based firm status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

Miami Beach

8. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____) On this ____ day of _____, 20__, personally
) appeared before me _____ who
) stated that (s)he is the _____
) of _____, a corporation, and that the instrument was signed in behalf of
) the said corporation by authority of its board of directors and acknowledged said
) instrument to be its voluntary act and deed. Before me:

 Notary Public for the State of Florida
 My Commission Expires: _____

APPENDIX B



MIAMI BEACH

“No Bid” Form

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to bid
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future bids of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: Lourdes Rodriguez
PROPOSAL #2014-127-LR
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. Minimum Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

- A. Proposer shall document at least five (5) years providing services similar to those noted herein to at least one (1) public sector agency, state, county or municipal government.
- B. The provider shall have at least one facility within the City of Miami Beach.
- C. Services must be available 7 days a week, 24 hours a day, 365 days a year.

C2. SCOPE OF SERVICES REQUIREMENTS. The City requires that the selected provider, at a minimum, provide the following services:

A. GENERAL

1. The provider will order and review results of
 - laboratory tests, x-rays, and other diagnostic tests or reports from other health care providers;
 - make recommendations as needed, if any, based on the standard of care in the community and specific work related circumstances;
 - review and make recommendations to the patient or the City, as appropriate, regarding medical problems including, but not limited to:
 - contagious diseases,
 - clearances to return to work from sick leave,
 - on-duty injuries,
 - disability, and
 - other medical issues as required
 - provide reports and medical opinions when applicable; and
 - counsel City employees and job applicants about personal medical conditions and refer them for appropriate follow-up care when indicated.
2. The provider will supply the City with a primary contact or Project Manager who will be assigned to address all questions and concerns of the City. This contact will be available for pre-employment issues during normal business hours, Monday through Friday, 8:00 AM through 5:00 PM.
3. A back-up contact will be designated in case the Project Manager is unavailable. The designated back-up will be fully informed of all issues in all areas. All other staff providing services under this contract will be properly informed and trained on procedures, forms, changes and requirements. Any special instructions will be communicated to all staff.
4. All medical evaluation results will be reported to the City of Miami Beach Human Resources Department within in forty-eight (48) hours from the time the applicant and/or employee is first seen, test results or additional information received by the provider.
5. All services will be available seven (7) days a week, twenty-four (24) hours a day. The actual service hours are subject to negotiation.

6. The City of Miami Beach will have the ability to schedule same day or next day appointments with the provider for all services, if necessary.
7. The provider will offer convenient parking at no cost to applicants, employees, or the City for individuals referred to the facility.
8. The provider will set up and utilize an electronic mail system compatible with the City's. If requested by the City, all reports and other necessary communication will be through this system.
9. The provider will use City forms where required. The provider will review their own forms with the City and allow for changes, as needed.
10. The provider will assure that instruction, changes, and transfer of information and documents will be only with those individuals designated by the City of Miami Beach Human Resources Director.
11. Immediate notification will be made to designated City staff of "no-shows" or any problems with an individual's cooperation or compliance.
12. The provider will give applicants deadlines for follow-up as needed and as called for by City policy.
13. Individuals referred to the provider for reasonable suspicion or post-accident alcohol and/or drug testing must not have a waiting time that exceeds thirty (30) minutes.
14. The provider will assure confidentiality of all records, information and correspondence, verbal, electronic and written.
15. The provider will offer applicants and employees locked, secure boxes for private articles and police weapons.
16. The provider will submit a quarterly utilization summary report to the City.

B. COMPREHENSIVE PHYSICAL EXAMINATION AND DRUG TESTING FOR PRE-EMPLOYMENT AND PROMOTIONS

Based on the physical requirements of the job descriptions provided by the City, the provider will conduct physical examinations and drug/alcohol pre-employment and promotional testing.

Results of the applicants' physical examinations will be reported to the City of Miami Beach Human Resources Director's designee within forty-eight (48) hours after applicants are seen for results of their tuberculosis PPD test.

The provider will permit at least ten (10) appointments per day and provide capacity for up to twenty (20) appointments per day with three (3) days advance notice from the City.

The City will have the ability to schedule same day or next day appointments for pre-employment examinations.

Tuberculosis PPD tests are to be read by the medical doctor. Positive test results will be handled by the medical doctor and will not be referred to the Department of Health or other facility unless agreed to in writing by the City. In any case, there will be no additional charge to

the applicant for this service.

Police Officer and Firefighter applicant physical examinations must include tests for evidence of heart disease, evidence of AIDS or HIV, hepatitis, pulmonary tuberculosis, or meningococcal meningitis.

C. MEDICAL RECORDS

The provider will maintain medical records for all city employees and applicants. These files are to include medical records regarding injuries and accidents in accordance with all state and federal laws, as applicable. When requested by the City of Miami Beach Human Resources Director or her designee, the provider will make medical records available within twenty-four (24) hours of request. Medical records may only be released to the City of Miami Beach Human Resources Director, Risk Management Director, or their designees. All requests and designee assignments must be made and accepted in writing only (email is acceptable). The selected provider, if different from the current provider, will obtain all records from the current provider and will maintain such records.

If and when this contract is awarded to another provider, all open medical and other records related to this contract will be delivered to the new provider within thirty (30) days of the expiration of the current provider's contract. The provider will give copies of closed records within twenty-four hours of the request.

D. PSYCHIATRIC SERVICES

The provider may be requested to attend staff conferences, conduct on-site training, observe new police officers and firefighters or evaluate employees referred by the City and provide expert opinion, recommendations and reports related to the employees' psychological or psychiatric evaluation.

The provider may be requested to conduct stress-reduction meetings to police personnel spouses and other employees and their respective spouses or life partners, as referred by the City.

E. IMMUNIZATION PROGRAM

The provider will administer an intradermal test for Tuberculosis exposure on all applicants. A chest x-ray may be done in lieu of an intradermal test for Tuberculosis.

The provider will administer a Tetanus Toxoid Booster immunization to Police Officers, Firefighters, Waste Collectors, and Parks personnel. This may include other occupations depending on the job description or specification and individual circumstances.

The provider will administer Hepatitis B vaccine to those City employees with a potential risk exposure to infected blood or body fluids as determined by the City.

The provider will administer other vaccines such as measles, mumps and rubella, and any additional vaccines as required by local, state or federal requirements or by industry recommendations, guidelines or best practices.

The provider will administer and make available anti-viral medication against the AIDS virus for emergency responders according to current federal guidelines. These medications must be given within two hours of a significant exposure. Employees must have access to the administration of this anti-viral medication on a twenty-four (24) hour basis.

The provider will test Fire and Police Department employees for the HIV/AIDS virus to establish a baseline and perform other tests as required by the City pursuant to the terms and conditions of employment agreed to between the City and any of the bargaining units representing employees.

F. DRUG & ALCOHOL TESTING PROGRAM

The provider will have the ability to conduct a Drug and Alcohol Testing Program as required by local, state, and federal laws and regulations. This includes having access to a certified Substance Abuse Professional, Breath Alcohol Technician, and Medical Review Officer as defined by the U.S. Department of Transportation (DOT), Title 49 Code of Federal Regulations (CFR), Part 40.

The provider will conduct pre-employment drug and alcohol testing on all applicants as well as conduct promotional drug and alcohol testing as requested. Employment or promotion into a safety sensitive position requires testing before applicants actually perform any safety sensitive functions for the first time.

The provider will test approximately 350 Fraternal Order of Police, Williams Nichols Lodge, No. 8 (FOP) bargaining unit employees, 60 Government Supervisors Association of Florida/OPEIU, Local 100 (GSA) bargaining unit employees, 440 American Federation of State, County and Municipal Employees, Local 1554 (AFSCME) and 190 International Association of Firefighters, Local 1510 (IAFF) bargaining unit employees on an annual basis and conduct other random, unannounced or reasonable suspicion drug and/or alcohol testing as may be specified by the City.

The provider will test safety sensitive employees in positions that require a commercial driver licenses in accordance with Title 49 CFR, Part 40.

All alcohol and drug tests will be in compliance with procedures spelled out in 49 CFR, Part 40.

The provider will also conduct random or unannounced drug and alcohol testing on all other City employees according to procedures set forth in Title 49 CFR, Part 40.

The provider will conduct post-accident drug and alcohol testing as determined by the City. This requires provider availability twenty-four (24) hours a day, seven (7) days a week.

The provider will test employees when the City observes behavior or appearance that results in a reasonable suspicion of drug use or abuse or alcohol use or misuse.

The provider will conduct return-to-duty and follow-up drug and alcohol testing on employees who violate the City's drug free workplace standards, at intervals and frequency determined solely by the City.

The provider will offer drug and alcohol testing services with licensed and certified personnel and laboratories as required by local, state and federal law. The provider's drug and alcohol testing services will be overseen by a Medical Review Officer (MRO).

The provider will conduct annual training for designated City employees on the Drug Free Workplace Act, including training on signs and symptoms of drug and/or alcohol abuse, if requested by the City.

The provider will ensure the proper and documented chain of custody during and after sample collection and testing.

The provider will have private and appropriate facilities to conduct these tests. The provider will offer locked, secured boxes for employees' personal items and police weapons.

G. FITNESS FOR DUTY EVALUATIONS

The provider will evaluate an employee's ability to continue employment in his or her current capacity and assist in identifying what reasonable accommodation, if any, may make it possible for the employee to remain in his or her current job. These evaluations may include a physical examination, return-to-work evaluation, psychological and/or psychiatric evaluation, and result in reports as requested by the City.

Evaluations are to be completed within two (2) working days of the request and on the same day in case of an emergency. Results of the examination will be forwarded to the City within twenty-four (24) hours of the appointment or receipt of test results, if any.

The provider will assist the City in evaluating and verifying Family Medical Leave requests, as needed.

H. PERFORMANCE CRITERIA AND EVALUATION

Each month, the City will evaluate the provider's performance based on the scope of services and feedback from employees, applicants and customer satisfaction by the Human Resources Department. The criteria to be rated will include, but is not limited to, responsiveness to the City's needs for pre-employment drug and alcohol screening, fitness for duty determinations, communication on all required results and designated contact availability. The criteria to be rated will change based upon the needs of the City.

If the City finds the provider to have less than 80% compliance with any one item within the scope of services over a thirty (30) day period, the City may utilize a fifteen (15) day notice to correct such default.

I. COMMUNICATION

The provider will set up and use an electronic email system compatible with the City's. All reports and other necessary communication will be through this system. Any and all associated costs with the set up will be absorbed by the provider.

The provider will have qualified personnel available during normal business hours to provide all services including final physician sign-off for pre-employment examinations.

All test results under the scope of services and the agreement will be communicated only to the Human Resources Director or her designee.

J. STAFFING

The provider's staffing level will be sufficient to deliver all services stated in the scope of services and the agreement. The provider will increase staffing if unable to fully comply with what has been stated herein.

K. FEES. Fee information must be submitted with the proposal. Notwithstanding any fee schedule submitted, the City reserves the right to further negotiate fees with the successful proposer. The proposers shall provide their fees for the following services:

a. STANDARD PRE-EMPLOYMENT PHYSICAL including:

1. Review of medical history/physical examination and consultation
2. Breath Alcohol Test
3. Urine Drug Screen – 10 Panel
4. Hearing Screen/Whisper
5. Vision Screen
6. Tuberculin Skin Test

b. POLICE , FIREFIGHTER PRE-EMPLOYMENT PHYSICAL including:

1. Review of medical history/physical examination and consultation
2. Breath Alcohol Test
3. Urine Drug Screen –Panel (test panels include Amphetamines, Barbituates, Benzodiazepines, Cannabinoid, Cocaine Metabolite, Methaqualone, Opiates, Phencyclidine, Methadone, and Propoxyphene.)
4. Comprehensive Blood Cell counts
5. Comprehensive Blood Chemistries
6. Comprehensive Lipid Panel
7. Comprehensive HIV/AIDS
8. Comprehensive Hepatitis B and C titer
9. Comprehensive Urinalysis
10. Nasal Swab Culture
11. Hem Cult (40 years and over)
12. Visual Exam, (acuity+depth+color+visual fields)
13. Glaucoma Screen (40 years and older)
14. Comprehensive Pulmonary Function Test
15. Tuberculin Skin Test
16. OSHA compliant PA and LAT (if medically indicated)

- 17. Chest X-ray with Cardiologic Interpretation
- c. **IMMUNIZATION SERVICES** to include:
 - 1. Tetanus Toxoid Booster
 - 2. Hepatitis B Vaccination (complete series of 3)
 - 3. Hepatitis A&B Vaccination (complete series of 3)
 - 4. Measles, Mumps and Rubella
 - 5. Anti viral medication for HIV/AIDS exposure (3 day supply)
- d. **EKG**
- e. **FITNESS FOR DUTY EVALUATIONS**
- f. **RANDOM, REASONABLE SUSPICION, RETURN TO WORK AND POST-ACCIDENT DRUG AND ALCOHOL TESTING INCLUDING CONSULTATION WITH THE MEDICAL REVIEW OFFICER AND EVALUATION BY THE SUBSTANCE ABUSE PROFESSIONAL PURSUANT TO DOT REQUIREMENTS**
- g. **RESPIRATOR REVIEW AND CLEARANCE**
- h. **MOBIL UNIT**

APPENDIX D



MIAMI BEACH

Special Conditions

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for a period of two (2) years.
2. **OPTIONS TO RENEW.** The City will have the option to extend for three (3) additional one (1) year periods.
3. **PRICES.** All prices shall be negotiated with the selected proposer(s).

APPENDIX E



MIAMI BEACH

Cost Proposal Form

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX A COST PROPOSAL FORM

Failure to submit Appendix A, Cost Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the tender form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form shall be completed mechanically or, if manually, in ink. **Cost Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

Refer to Section 0500 –Fees (paragraph K) for a complete description of the services included on each line item below.

Item	Description	Est. Annual Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
1	STANDARD PRE-EMPLOYMENT PHYSICAL	237	Each	\$	\$
2	POLICE, FIREFIGHTER PRE-EMPLOYMENT PHYSICAL	80	Each	\$	\$
3	IMMUNIZATION SERVICES	350	Each	\$	\$
4	EKG	5	Each	\$	\$
5	FITNESS FOR DUTY EVALUATIONS	7	Each	\$	\$
6	RANDOM, REASONABLE SUPICION, RETURN TO WORK AND POST-ACCIDENT DRUG AND ALCOHOL TESTING	516	Each	\$	\$
7	RESPIRATOR REVIEW AND CLEARANCE	3	Each	\$	\$
8	MOBIL UNIT	4	day	\$	\$
TOTAL					\$

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F



MIAMI BEACH

Insurance Requirements

RFP 2014-127-LR

MEDICAL SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139



MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$ _____ .00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:

___ Builders Risk completed value	\$ _____ .00
___ Liquor Liability	\$ _____ .00
___ Fire Legal Liability	\$ _____ .00
___ Protection and Indemnity	\$ _____ .00
___ Employee Dishonesty Bond	\$ _____ .00
___ Other: Professional Liability	\$ _____ .00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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