

**REQUEST FOR PROPOSAL**

**STUDENT HEALTH SERVICES**

**RFP #23-0829**

**Issue Date: 08/29/2023**

**Amended 09/14/2023**

RFP Administration Information updated, additional onsite campus visit dates added

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# **RFP ADMINISTRATIVE INFORMATION**

Issued: **08/29/2023**

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| RFP Title: | Student Health Services  |
| RFP Project Description: | Lewis-Clark State College (LC State) seeks proposals from public and private entities to provide outpatient medical services for the LC State campus community.  |
| RFP Lead: | Jessica Waddington, Purchasing DirectorLewis-Clark State College500 8th AveLewiston, ID 83501Jlwaddington@lcsc.eduPh: 208-792-2431 |
| Submitting Sealed Proposal:Submitting Manually:MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.Submit electronically to LC State via e-mail:  | Jessica Waddington, Purchasing DirectorLewis-Clark State CollegeAdministration Building rm. 104500 8th AveLewiston, ID 83501**Submit by: 10/20/2023 5:00 PM Pacific Time** Jlwaddington@lcsc.edu |
| LC State Purchasing website  | <https://www.lcsc.edu/purchasing/vendors/current-solicitations>All RFP information and updates will be posted here. |
| Pre-Proposal Virtual Conference Date/Time:Pre-Proposal Virtual Conference Location: | **9/6/2023 11:00 AM Pacific Time**RFP Lead will provide you with virtual conference information upon registration. Attendance is optional, pre-registration is required. |
| On-Site Campus Visits: | **9/13-9/14/2023 and 9/20-9/21/2023 Pacific Time**Attendance is optional, pre-registration is required.  |
| Deadline to Receive Questions: | **9/29/2023 5:00 PM Pacific Time** |
| Anticipated Release of Answers to Questions: | **10/6/2023 Pacific Time** |
| RFP Closing Date: | **10/20/2023 5:00 PM Pacific Time**  |
| Proposal Opening Date: | **10/23/2023 9:00 AM** Pacific Time, in Purchasing Department. (Opening will be completed virtually. Email RFP Lead for attendance details). |
| Virtual Demonstration:  | Tentatively scheduled for **11/1-11/2/2023** for offerors from whom a demonstration is requested.  |
| Initial Term of Contract and Renewals: | The initial term is five (5) years, with five (5) optional, one (1) year renewals. Following the Initial Term, the parties may extend the Contract under the same terms and conditions, on an annual basis, upon mutual written consent for subsequent one-year periods (each a “Renewal Term”). |
| **Lewis-Clark State college standard contract terms and conditions incorporated by reference: https://www.lcsc.edu/purchasing/vendors** |

# **Overview**

## Purpose

Lewis-Clark State College (LC State or the college) is requesting proposals from qualified public and private entities to provide outpatient medical services for the LC State campus community.

## Background Information

LC State provides health services to the entire campus community in a campus space known as “Student Health Services” (SHS). Although the majority of services are student centered and include traditionally offered “college health services”, our Offerors and services are comparable to those available in the surrounding community. The SHS office is highly utilized by students for varied diagnosis and concerns of young adulthood that range from colds, flu, illness, infectious diseases as well as sexual health and gynecology and reproductive health concerns. SHS also treats students and interested faculty and staff members of all ages for other conditions that impact individuals across the life span. The SHS works to provide educational opportunities for students and the entire campus community as warranted and also assists the LC State administration response to public health concerns such as coronavirus, meningitis, influenza, norovirus, and parasite infestations. A robust SHS presence on campus has become a major factor for many students looking to attend college and a key factor in assisting students to sustain and complete their degrees once they are here.

# **pROCESS REQUIREMENTS**

## Restrictions on Communications

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, Offerors are prohibited from communications regarding this RFP with LC State employees, evaluation committee members, or other associated individuals, except the RFP Lead.

## Pre-Proposal Conference and On-Site Campus Visit

An optional pre-proposal virtual conference and on-site campus visits will be held at the location and time as indicated in the RFP Administration Information section, page 1 of this RFP. This will be your opportunity to ask the college questions via a virtual meeting and/or on-site visit. All parties interested are invited to participate. Those choosing to participate must pre-register via email to the RFP Lead, with the name and contact information of all participants. Parties interested are asked to register by the date indicated in the RFP Administration Information section. Any oral answers given by the college during the pre-proposal conference and/or on-site campus visit are unofficial, and will not be binding on the college. Questions asked during the pre-proposal conference and/or on-site visit are to be submitted in writing using Attachment 1, Offeror Questions. Conference and on-site campus visit attendance is at the participant’s own expense.

## Questions

* + 1. The RFP Lead is the only contact for this Solicitation. All correspondence must be in sent via e-mail. If it becomes necessary to revise any part of this RFP, amendments will be posted on LC State’s Purchasing website. It is the responsibility of parties interested in this RFP to monitor the LC State Purchasing website for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to the LC State Purchasing website to be valid.

### Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY THE DATE AND TIME LISTED IN THE RFP ADMINISTRATIVE INFORMATION SECTION.

### Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted on LC State Purchasing web page as an amendment to this RFP.

## Offeror Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

* + 1. Offerors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:
* The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
* Recommended verbiage for LC State’s consideration that is consistent in content, context, and form with LC State’s requirement that is being questioned.
* Explanation of how LC State’s acceptance of the recommended verbiage is fair and equitable to both LC State and to the party submitting the question.
	+ 1. If a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question-and-answer period, they must be identified and submitted on Attachment 2 - Modification and Exception Form and must contain the same information outlined in Section 2.2.1, above. LC State will not consider any modifications or exceptions that are not identified specifically on Attachment 2.
		2. LC State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of LC State; however, LC State shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in LC State finding the Proposal non-responsive.
		3. Except as otherwise provided within the Solicitation, LC State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

## Proposals

* + 1. Proposals should be submitted on the most favorable terms an Offeror can propose, from both a price and technical standpoint, as well as with regard to legal terms and conditions. The college reserves the right to accept any part of a Proposal or reject all or any part of any Proposal received, without financial obligation, if the college determines it to be in the best interest of the college to do so.
		2. Discussions with individual Offerors (including the utilization of one or more rounds of Best And Final Offers (BAFO) and/or Negotiations) may be conducted as determined by the college to be in its best interest. Offerors should submit their best and most competitive cost proposal initially, as there is no guarantee that the college will conduct any discussions.
		3. No verbal Proposals or verbal modifications will be considered. An Offeror may modify its Proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the Offeror or its authorized representative.
		4. Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the college at its option.
		5. All Proposal concepts and material submitted becomes the property of the college and will not be returned to Offeror unless the Solicitation is canceled by the college (State Code § 67-9215). Award or rejection of a Proposal does not affect this right. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a Contract award, except for information specifically labeled on each separate page as a “Trade Secret” under the Idaho Public Records Act, Section Title 74, Chapter 1, Idaho Code (“the Act”). Alternatively, information may be specifically labeled “exempt” from public records under another exemption found in the Act. Information specifically labeled as Trade Secret or otherwise exempt may be protected from disclosure, but only to the extent consistent with the Act or otherwise applicable federal or state law or regulation. Accordingly, the college cannot guarantee its confidentiality.

# **Instructions for Submission of Proposal**

The current version of LC State Standard Terms and Conditions are incorporated, by reference into this solicitation, and into any resulting contracts as if set forth in their entirety. Also incorporated by reference into this solicitation are Idaho Bills 189, 190, 191, and 294. LC State Standard Terms and Conditions are located at: <https://www.lcsc.edu/purchasing/vendors>. Failure by any submitting Offeror to review these documents will in no way constitute or be deemed a waiver by LC State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by LC State for a submitting Offeror’s failure to consider the LC State Standard Terms and Conditions in preparing its response to the solicitation.

## General Instructions

### Proposals may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the latest timely submission will be considered.

### Alternate proposals may be submitted and will be considered.

### All electronic files must be in PDF, Microsoft Word or Excel format; the only exception is for financials, brochures or other information only available in an alternate format.

## Public Records

### The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets.

### Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. LC State, to the extent allowed by law and in accordance with these instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Bid, Proposal or Quotation.

## Redacted Information

If your Proposal contains information that you consider to be exempt, you must also submit a redacted copy of the Proposal with all exempt information removed or blacked out. The college will provide this redacted Proposal to requestors under the Public Records Law, if requested. Submitting Offerors must also:

###  Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

### Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow LC State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

### Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.

### Offeror shall indemnify and defend LC State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Offeror’s failure to designate individual documents as exempt. The Offeror’s failure to designate as exempt any document or portion of a document that is released by LC State shall constitute a complete waiver of any and all claims for damages caused by any such release. If LC State receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

## Electronic Submission

### Electronically submitted Proposals must be submitted to the email address identified in the RFP Administration Information Section. Remember to submit an additional redacted version of the proposal if you have identified trade secrets.

## Manual Submission

### The Proposal must be addressed to the RFP Lead, sealed, and identified as “RFP23-0829 Student Health Services”. Include your company name on the outside of the package. The Cost Proposal must be separately sealed, identified as “Cost Proposal RFP23-0829 Student Health Services”**.** The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

Each proposal must be submitted in one (1) original with five (5) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal. Offerors submitting manually must also submit one (1) electronic copy of the proposal on USB

Device or via email. Word, PDF or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

# **Proposal Format**

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

## Evaluation Codes

**(M) Mandatory Response** - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror’s Proposal non-responsive and no further evaluation will occur.

**(ME) Mandatory and Evaluated Response** - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror’s Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E) Evaluated Response** - a response is desired and will be evaluated. If not available,

respond with “Not Available” or other response that identifies Offeror’s ability or inability to supply the

item or service. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

Note: Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow

the designated LC State official to waive minor informalities as well as minor deviations. The

college also reserves the right to seek clarification on any M or ME requirement.

## Table of Contents

Include a table of contents in the Proposal identifying the contents of each section, including page numbers of major Sections.

## Format

**Proposals shall follow the numerical order of this RFP** starting at the beginning and continuing through to the end of the RFP. **Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In the response, the RFP section and/or subsection must be restated, followed with the response.**

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror’s response. Except for brochures, financials, work samples, or other similar submission items, all electronic Proposals must be submitted in Microsoft Word or Excel, or PDF format, and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; LC State will not be responsible for the RFP Lead or any evaluator’s failure to consider information outside of or imbedded in the Proposal.

# **Mandatory Submission Requirements**

The proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

**See section 4 for Proposal Format requirements.**

[ ]  (M) Cover Form: Complete, sign, and submit **Attachment 3, Cover Form.** All Proposals must be submitted with the completed and signed Attachment 3, Cover Form.

[ ]  (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.

[ ]  **Section 6**: Provide response to all (M) and (ME) sections, and any other required submittal items.

[ ]  **Section 7**: Provide response to all (M) and (ME) sections, and any other required submittal items.

[ ]  **Section 8**: Provide response to all (M) and (ME) sections, and any other required submittal items.

[ ]  (ME) **Section 9** **Cost Proposal**: Provide your cost information on the form provided in Attachment 4.

[ ]  (M) Executive Summary: Include an executive summary in the Technical Proposal, providing a condensed overview of the contents of the Technical Proposal that demonstrates an understanding of the services to be provided.

[ ]  (M) Redacted copy of Proposal and list of Trade Secret redactions, as detailed in **Section 3, if applicable.**

[ ]  Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

# **Business Information**

## (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Offeror must have been operating in the family practice/community health setting for a period of the last 10 years or longer. Prefer experience in higher education setting. If possible, include a list of higher education institutions where you have provided similar services in the past 5 years. If your company has limited higher education experience, list experience that is as similar as possible.

## (ME) References

Provide contact information for three (3) references. LC State prefers to receive references from entities that can attest to the quality of educational programming, outreach service, direct service, and/or partner support the Offeror has provided.

LC State reserves the right to contact your references by phone and/or email; and to contact other entities with whom your firm has done business, whether or not they were provided as a reference.

## (ME) Business Profile

Provide a profile of your business including Offeror’s business history, description of current service area, and customer base.

## (M) Organizational Chart

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

## (ME) Demonstrated Success

Provide specific data demonstrating prior success with clients, preferably similar in institution size and demographics to LC State. Data should include number of unique patients served, average wait time between inquiry of services and first-time patient appointment, ability to assist patients with low-cost or no-cost services, and description of educational and/or community health outreach programs provided.

## (E) Customer Satisfaction

Provide up to 10 years of customer and patient feedback as well as a summary of how your company utilizes that feedback to improve services.

# **Organization and Staffing**

Describe your qualifications to successfully complete the requirements of this RFP by providing a

detailed response to the following:

## (ME) Clinical Coordinator/Medical Director

### Identify the person who will be the dedicated Clinical Coordinator/Medical Director if Offeror is awarded a contract. Provide a description of the proposed Coordinate/Director experience and qualifications. You may submit a resume in response to this section.

## (ME) Key Personnel and Qualifications

### Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Clinical Coordinator/Medical Director). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.

## (M) General Requirements for Practitioners/Physicians/Nurses

### Practitioners hired by the Offeror to provide services at the SHS must:

#### Be licensed to practice in Idaho and registered with the Idaho Board of Pharmacy.

#### Have professional liability insurance relevant to the job position they are filling.

#### Have a current and valid DEA number.

### Physicians serving the facility must be:

#### Board certified or board eligible in primary care, internal medicine, emergency medicine, family medicine or psychiatry.

#### Graduate of accredited medical school with the degree of MD or DO.

### Advanced practice nurses serving the facility must be:

#### Certified and licensed by the Idaho Board of Nursing (comparable license if a Physician Assistant).

## (M) Subcontractors

### If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of Section 7.2, Other Key Personnel and Qualifications.

### If you do not intend to utilize subcontractor(s), provide a statement to that effect.

# **Scope of Work AND DELIVERABLES**

**All sections of the Scope of Work are required contract services.** This proposal outline is to be used in response to the RFP. Evaluators will be scoring the proposal based on the methodologies proposed and the completeness of the response to each item listed below. Offeror’s must describe in detail how each requirement will be met. Requirements are marked (M) or (ME) below. Offer should include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the college in order to achieve full compliance with all tasks and deliverables.

## (ME) General Requirements

### The Offeror must meet all of the following:

#### Open and maintain a walk-in, standard outpatient care facility, and operate during normal college business hours, on the campus of Lewis-Clark State College (LC State). Alternative hours may be considered.

#### Set-up and maintain a billing system that bills third-party insurance for billable services rendered.

#### Offeror must possess a regional perspective so as to provide continuity of service.

#### Meet or exceed and remain compliant with requirements including, but not limited to, the State of Idaho standards, LC State policies and procedures, professional standards, applicable third-party payer, and HIPPA compliance.

#### Comply with all regulations set forth by recognized governmental agencies, including but not limited to the Board of Medicine, Board of Nursing, and Idaho state law.

#### Provide direct patient care including, but not limited to, taking medical histories, offering of preventative services, and providing treatment and education to students, and ordering and interpreting laboratory tests.

#### Consult with parents, physicians, faculty, staff, and others as appropriate and legally permitted.

#### Make referrals to other medical facilities, professionals, or clinics when treatment at the student health center is not possible or appropriate.

#### Consult and coordinate with the Director of Student Counseling Center and other counseling staff regarding mental health issues of patients as warranted. This should include continuity of care notification of all identified and shared clients of the center as to the student being transferred, admitted and/or discharged from other community inpatient or outpatient services.

#### Participate in case conferencing of shared patients with LC State Student Counseling Center staff on a typically monthly basis or as needed for ongoing continuity of care.

#### Provide services, including but not limited to annual sports physicals, for LC State student athletes, in coordination with LC State Sports Medicine.

#### Provide relevant behavioral health and alcohol/drug screening and other services for students as determined by clinical Offeror.

#### Demonstrate the ability to serve a large volume of patients rapidly and effectively on a walk-in or appointment basis up to 10 days of request for appointment.

#### Aid in the prevention of diseases and disorders by actively advising patients on diet, exercise, substance use, and abuse, hygiene and general health and mental health topics as requested.

#### Provide clinical oversight of scheduled health promotions (such as vaccine clinics) to faculty and staff.

#### Provide preventative educational outreach to Residence Life students pertaining to timely health and wellness concerns.

#### Select, employ, and supervise medical and non-medical personnel. SHS health services staff will be employees of the Offeror and will not be LC State employees.

#### Provide follow up to ensure continuity of care as needed to assist students needing referrals to other campus and or community services.

#### Assist in development of a process and means, in cooperation with the Vice President for Student Affairs and the Director of the Student Counseling Center director and other staff as designated by LC State, to facilitate continuity of care for of identified students entering the hospital and returning to the campus for any emergency off campus admission to an inpatient medical or mental health facility. This would include discharge planning and continuity of care through patient authorization when possible as students are discharged back to LC State campus housing. Communication regarding patient status pending discharge, the patient’s assessed ability to live independently in a dorm setting, treatment or safety plan and any other relevant information necessary to maintain student recovery and safety as they return to campus is requested.

#### Develop clinical standards and protocols.

#### Must have a mechanism and timeframe identified (within 48 hours) by which alternative coverage may be arranged if the designated Offeror on duty is unable to cover services.

#### Must provide all necessary personnel, equipment, supplies, services, and medication to fulfill the proposed student health services.

####  Responsible for all equipment and protocol security to ensure private and secured communications.

#### Assist with and provide direct consultation to LC State administration regarding campus/community medical emergencies or outbreaks impacting the campus/community.

#### Actively participate in the educational mission of LC State by regularly working with the college to develop a plan to improve health education and health literacy of students, faculty, and staff. This must include expanding health care related trainings, such as HIPAA Privacy and Security Rule updates and other related topics, to other identified LC State employees on a regular and as needed basis.

#### Participate at student orientation and on-campus meetings as requested by LC State Student Affairs staff, faculty and other campus or student groups.

#### Adhere to the following Disclosure of Abortion Related Matters.  The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution.  This provision is included in the Contract to aid in compliance with the Act.  The State requests that Offeror disclose, unless Offeror is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion Offeror and if it will use State facilities or public funds to provide, perform, participate in, promote, or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

#### Provide the reports listed in Appendix A - Reports.

#### Provide a plan for how you will meet or exceed, monitor and report on all performance metrics, identified in Appendix B. s.

#### Medical Offerors and support staff must have experience working with typical higher education population.

## (ME) Support

### Must have ability for LC State to confer with Offeror after hours, on an as-needed basis.

### Provide phone and email support during normal college business hours.

## (ME) Implementation

### This award may require approval by the Idaho State Board of Education (SBOE). In order make the February 2024 board meeting, the college requires this RFP to be evaluated and an apparent winning Offeror selected by approximately 11/13/2023 and a contract drafted by approximately 11/30/2023. Assuming SBOE approval, implementation could start around the beginning of March 2024.

### Student Health Services must be operational by July 1st, 2024, meeting all of the requirements listed above.

### Describe your plan to successfully implement Student Health Services, and be operational no later than July 1st 2024.

### Provide a preliminary timeline for implementation with key milestones and deliverables. Provide a plan to mitigate any identified or potential risks to implementation.

## Role of Lewis-Clark State College

While the college seeks to remove itself from the direct provision of health care services, it must retain oversight over the scope and quality of care provided to its students. LC State will:

### Collect and provide enrollment and demographic information for the Offeror to identify students and administer medical services.

### Provide the Offeror with access to current college policies and procedures/rules and regulations. The Offeror will be advised of changes in policies and procedures in a timely manner.

### Reserve the right to investigate and apply college policies to any claims against the Offeror made by a student.

### Provide floor space (comparable to that used by the current student health services operation).

### Identify opportunities for the Offeror to participate in events, committees, and activities to facilitate above mentioned requirements.

### Provide only a non-secured internet connection. Offeror must secure communications across the connections and is responsible for all equipment and protocol security to ensure private and secured communications.

## (ME) HIPAA COMPLIANCE PLAN

Provide a HIPAA compliance plan for electronic patient communications and records, including completed letters of agreement for exchange of healthcare information where appropriate. Offeror will be responsible for HIPAA information security measures on all of their data and communication systems.

## (ME) TRANSITION PLAN

Provide a transition plan that identifies each step in assuming LC State Student Health Services.

Assuming SBOE approval, implementation could start around the beginning of March 2024. Transition planning will be coordinated with the incumbent provider. Services must be available no later than July 1, 2024.

## (E) RISKS AND CONSTRAINTS

Based on the Scope of Work detailed in this RFP, identify any risks or constraints that you will need to address prior to or during the performance of the Contract; as well as a description of how you will address each one. In addition, please identify the following:

### What challenges you anticipate in providing the services identified in this RFP.

### How you will manage those challenges.

### What assistance you will require, if any, from LC State.

## (OPTIONAL) VALUE-ADDED SERVICES

Attachment 5, Value-add is an optional portion of the Technical Proposal. Providing additional value-add features/services is beyond what is required by the RFP and is optional. The Offeror may expand the list of services provided, however, added services or features must be clearly identified. Offerors who feel they can offer LC State additional value are to use this form for communicating to LC State those areas where the Offeror feels it can add value in relation to the service being sought. Examples of Value-adds might be ideas related to HIPAA compliance training, COVID prevention education, cost savings, project scheduling techniques, expanded Offeror hours, or technology options this solicitation does not address or consider. These Value-Add options may become part of any Contract awarded.

**Value-add options will be governed by the terms and conditions of the Contract.**

If Offerors choose to offer Value-add options, they are to complete the following fields on the form:

**Value-add** – fully describe the value-add.

**Risk or Constraint** - Offerors are to fully define all risks or constraints associated with the value-add.

**Value-add Cost** – The fully burdened cost to LC State for adding the value-add option.

LC State has the right to either include or exclude any proposed value-added services in the award of the Contract, and if any are added, they will be noted on the awarded contract.

# **Cost Proposal**

**(ME)** **Cost Proposal:** Use Attachment 4 to respond to the Cost Proposal of this RFP. Do not alter the format of the attachment. Doing so may cause your proposal to be found nonresponsive. Offerors must provide fully-burdened rates which must include, but not be limited to, travel costs, administrative costs, and all other work that will be required to meet the scope of work in this RFP.

# **Proposal Review, Evaluation, and Award**

## Overview

The objective of LC State in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

### All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

* 1. **Technical Proposal**
		1. The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by LC State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
		2. The Technical Proposals that pass will be evaluated and scored by a Proposal Evaluation Committee.
		3. The criteria described in the Evaluation Criteria section will be used to evaluate and score the Proposals for the purpose of ranking them in relative position based on how fully each Proposal meets the requirements of this RFP. Particular emphasis will be placed on the Offeror’s understanding of the RFP, quality of product/service, and the description of how the activities will be performed.
		4. The scores for the will be normalized as a whole, or by category, at LC State’s sole discretion. Except cost, the Proposal with the highest raw score will receive all available points in total or by category total. Other Proposals will be assigned a portion of the maximum available points, using the formula:

(Raw score of Proposal being evaluated / highest raw score) x total possible points.

* 1. **Demonstration**
		1. LC State may invite several top scoring Offerors to provide a Demonstration. These Offerors may be asked to make Demonstrations to show the evaluation committee how their proposal meets the requirements in this RFP. All expenses associated with this part of the evaluation are the responsibility of the Offeror.
		2. Demonstrations will be evaluated and scored by a Proposal Evaluation Committee. LC State may request multiple Demonstrations if further clarification is needed. The demonstration becomes an official part of the response. LC State will utilize “Evaluated” and/or “Pass/Fail” demonstrations, as described below.
			1. **(E)** Evaluated Demonstrations - At the discretion of the college, several of the highest-scoring Offerors may be contacted to give an overview/Demonstration of their service and respond to questions. (Evaluation of the Demonstrations may result in adjustment of points awarded in the Business and Scope of Work Proposals, as the evaluation committee deems appropriate.) Failure to successfully demonstrate functions of the service listed as mandatory in this RFP may result in rejection of the proposal. LC State may request multiple demonstrations from the several top scoring Offerors.
			2. **(E)** Pass/Fail Demonstration - Alternatively, the college reserves the right to require an overview/Demonstration of only the top-scoring Offeror. If this option is chosen, the evaluation is strictly Pass/Fail for the apparent successful Offeror. If the apparent successful Offeror fails, then the next highest-scoring Offeror will be considered the apparent successful Offeror and the Demonstration process may be repeated.
			3. For those Proposals meeting mandatory requirements and making it to the Demonstrations, the total evaluation points will be summed with the cost points and Demonstration points, and the Proposals will be ranked by final total score.
		3. Pricing will be evaluated using a cost model that offers LC State the best possible value over the initial term of the Contract. Cost evaluation will be figured by applying the Offeror supplied costs from the Cost Proposal Attachment 4 to LC State’s estimated usage, as applicable. Award will be to the responsive, responsible Offeror whose Proposal receives the highest number of points in the respective category.
		4. The scores for the Cost Proposal will be normalized as follows: The Proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other Proposals will be assigned a portion of the maximum score using the formula:

Lowest Cost / Other Proposal cost x total possible cost points.

* 1. **Evaluation Criteria**

Step 1: Technical Proposal

Mandatory Submission Requirements Pass/Fail

Business Information (Section 6) 200 points

Organization and Staffing (Section 7) 100 points

Scope of Work (Section 8) 700 points

**Step 1 Total 1000 points**

Step 2: Presentation/Demonstration 300 points

**Step 2 Total 300 points**

Step 3: Cost Proposal (Section 9) 200 points

**Grand Total Points** **1500 points**

* 1. **General**
		1. LC State reserves the right to conduct interviews with all or some of the Offerors at any point during the evaluation process; however, the college may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
		2. The college reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item-requirement(s) from this RFP or resulting Contract when deemed to be in the college's best interest. Representations made within the proposal will be binding on responding Offerors. The college will not be bound to act by any previous communication or proposal submitted by the Offerors other than this RFP.
		3. Negotiations with Select Offerors - at LC State’s sole option and discretion, the college may discuss and negotiate all elements of the proposals submitted by one or more selected Offerors whose proposals are within a competitive range determined by the college.
	2. **Responsibility**

Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in LC State’s sole discretion require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to, credit or financial reports, and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent LC State from using other means to determine Offeror’s responsibility.

* 1. **Revision of Proposals**
		1. After submission of a proposal but before the final selection of the successful proposal is made, LC State may select one or more Offerors to revise their respective proposals in order to obtain the best and final offers of such proposal.
		2. In the event, representations made by an Offeror in its revised proposal, including price, scope and consideration quotes, will be binding on the Offeror.
		3. LC State will provide each selected Offeror within the competitive range an equal opportunity for discussion and revision of its proposal.
	2. **Determination of Successful Offeror**
		1. LC State may make the selection of the successful proposal based on the proposals initially submitted, without discussion, clarification or modification. In the alternative, college may make the selection of the successful proposal based on negotiation with any of the Offerors.
		2. LC State is not obligated to select the Offeror offering the most attractive economic terms if that Offeror's proposal is not the most advantageous to the college overall, as determined by the college.
		3. LC State will maintain in its files concerning this RFP, a written record of the basis upon which a selection, if any, is made by the college.
	3. **Award**

LC State will award a contract(s) to the high point responsive responsible Offeror(s), or whatever is in the best interest of the college.

* + 1. LC State makes no warranty or guarantee that an award will be made as a result of this RFP.
		2. The Offeror(s) deemed to be fully qualified and best suited among those submitting written proposals and/or presentations/demonstrations will be identified based on the evaluation factors stated throughout the response instructions and specification sections. Negotiations may be conducted with any or all Offerors. After negotiations are completed with Offerors, LC State shall select and notify the Offeror(s) which has, in LC State’s opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Offeror(s). LC State reserves the right to judgment concerning quality of service and the Offeror's capability to service the agreement.
		3. Affiliated Institution - Any State of Idaho public higher education institution ("Affiliated Institution") may elect to utilize the Award from this RFP to purchase goods or services from the Awarded Offeror. In the event of such election, the Affiliated Institution agrees to be bound by the terms of this Contract as if it were an original party hereto.
		4. LC State will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Offeror.
	1. **Rejection of Proposals**

LC State reserves the right to (i) enter into an Agreement for all or any portion of the requirements and specifications set forth in this RFP; (ii) reject any and all proposals and re-solicit proposals; or (iii) reject any and all proposals and temporarily or permanently abandon this selection process, as the college deems to be in the best interests of the college.

# **ATTACHMENT 1 – OFFEROR QUESTIONS**

RFP23-0829

Student Health Services

**Instructions:**

DO NOT IDENTIFY OFFEROR’S NAME OR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN RESPONSES.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5).
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line should reference RFP number followed by “Questions.”

RFP23-0829

Student Health Services

| **Question** | **RFP Section** | **RFP Page** | **Question** | **Response** |
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# **ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM**

RFP23-0829

Student Health Services

**Instructions:** Complete this form and submit with your RFP submittal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions.) See RFP **Section 2.4** for a full explanation of the process surrounding Offeror-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.4.**

The determination of materiality will be made at LC State’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of LC State, and as otherwise provided in RFP **Section 2.4.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section | RFP Requirement, Term, or Condition | Reason Requirement, Term, or Condition Should be Considered Non-Material | Proposed Modification, Alternative, or Exception | Reason for Proposed Modification, Alternative, or Exception |
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# **ATTACHMENT 3 – COVER FORM**

RFP23-0829

Student Health Services

**(M) Attachment 3, Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

|  |  |
| --- | --- |
| **Requirement** | **Response** |
| Offeror’s corporate or other legal entity status | [ ]  Corporation [ ]  Limited Liability Corporation (LLC)[ ]  Limited Liability Partnership [ ] Sole Proprietorship [ ]  Other (specify) |
| Offeror’s Tax Identification Number | EIN: |
| Offeror’s DUNS Number | DUNS:  |
| Is Offeror a legal entity with the legal right to contract? | [ ]  Yes [ ]  No |
| Other than modifications/exceptions identified on Attachment 2, in compliance with Section 2.2of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to LC State’s Standard Terms and Conditions at <https://www.lcsc.edu/purchasing/vendors>.  | [ ]  Yes [ ]  No |
| Is Offeror in compliance with applicable equal employment regulations? | [ ]  Yes [ ]  No |
| Does Offeror affirm that it has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, tosolicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other considerationcontingent upon or resulting from the award of this contract? | [ ]  Yes [ ]  No |
| Does Offeror understand and agree that for breach or violation of the above term, LC State has the right to annul the contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.  | [ ]  Yes [ ]  No |
| Firm(s) and/or staff responsible for writing the Proposal | Names: |
| Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at <https://sam.gov>. | [ ]  Yes [ ]  No |
| Does the Offeror affirm that the proposal will be firm and binding for one hundred twenty (120) days from the proposal opening date and through the duration year one (1) of the contract?  | [ ]  Yes [ ]  No |
| Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract? | [ ]  Yes [ ]  No |

Signed By:

Printed Name:

Date:

# **ATTACHMENT 4 – COST PROPOSAL**

RFP23-0829

Student Health Services

**(ME) Attachment 4, Cost Proposal must be completed and submitted with your Proposal.** The Offeror must provide a fully burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. LC State must not be liable to the Offeror for any expenses Offeror pays or incurs unless otherwise agreed to in writing by LC State. Except as set forth in the Agreement, the Offeror must supply, at its sole expense, all staffing, equipment, tools, materials, and supplies to accomplish the services to be performed pursuant to the Contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Cost Per Month** | **Quantity**  | **Unit of Measure** | **Fully burdened Cost** |
| Year 1 Service\* | $ | 12 | Month | $ |
| Year 2 Service | $ | 12 | Month | $ |
| Year 3 Service | $ | 12 | Month | $ |
| Year 4 Service | $ | 12 | Month | $ |
| Year 5 Service | $ | 12 | Month | $ |
| **TOTAL 5-YEAR COST** | **$** |

\*Year One Service must include implementation

Company Name: \_

Signed By:

Printed Name:

Date:

# **ATTACHMENT 5 – (OPTIONAL) VALUE-ADD SERVICES**

RFP23-0829

Student Health Services

If Offerors choose to offer Value-add options, complete this Attachment 5 and submit with proposal. LC State has the right to either include or exclude any proposed value-added services in the award of the Contract, and if any are added, they will be noted on the awarded contract.

|  |  |  |
| --- | --- | --- |
| **Item** | **Instructions** | **Description** |
| **Value-add** | Offeror to fully describe the value-add |  |
| **Risk or Constraint** | Offeror to fully define all risks or constraints associated with the value-add |  |
| **Value-add Cost** | The fully burdened cost to LC State for adding the value-add option. |  |

Company Name: \_

Signed By:

Printed Name:

Date:

#

# **APPENDIX A – REPORTS**

RFP23-0829

Student Health Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Report or Form** | **Description** | **Submitted to** | **Frequency** | **Date Due** |
| Volume | Number and type of visits | Doug Steele | Quarterly | TBD |
| Diagnoses | All major diagnosis categories, presented as a frequency distribution | Doug Steele | Quarterly | TBD |
| Presenting Problems | All major presenting problems, presented as a frequency distribution  | Doug Steele | Quarterly | TBD |
| Insurance coverage | Percent of patients and charges billed | Doug Steele | Bi-annually | TBD |
| Hours of operations | Days and hours student health services clinic was open. | Doug Steele | Quarterly | TBD |
| Health Education Program Attendance | Number of students in attendance at health education programs | Doug Steele | Annually | TBD |
| Health Education Programs Offered | Number of programs/activities offered and their titles.  | Doug Steele | Quarterly | TBD |

Reports must be submitted to:

 Lewis-Clark State College

 Attn: Doug Steele, Director of the Student Counseling

 500 8th Ave

 Lewiston, ID 83501

# **APPENDIX B – PERFORMANCE METRICS**

RFP23-0829

Student Health Services

**1. Performance Metrics**

**1.1** **Metric Description:** **Hours of Operation** - Open % of contracted time

 Required Level of Expectation: 98%

 Method of Monitoring: Practice operation data

Strategy for Correcting Non-Compliance: Compliance monitored and if needed, corrected, at least quarterly through review of clinic coverage and Offeror availability by Director of Student Counseling Center and/or Vice President for Student Affairs.

**1.2** **Metric Description:** **Timely Visit** - Seen by practitioner within no more than 10 business days of request for appointment

 Required Level of Expectation: 90%

 Method of Monitoring: Practice operations data

Strategy for Correcting Non-Compliance: Compliance monitored by Director of Student Counseling Center and/or Vice President for Student Affairs through review of specific practice data at least quarterly. If corrections are warranted, these will be addressed at the time of the reviews.

**1.3** **Metric Description: Client/Patient Satisfaction**

Required Level of Expectation: 85% of patients surveyed will report being satisfied or highly satisfied.

Method of Monitoring: Questions on LC State survey, share Offeror satisfaction survey results, student/patient complaints to LC State administration about Offeror/health services

Strategy for Correcting Non-Compliance: The Director of the Student Counseling Center and/or Vice President for Student Affairs will monitor compliance through review of LC State Student Survey, review of any specific student complaints and through review of Offeror satisfaction survey results at least biannually (at the end of each academic semester). If there are concerns, they will be addressed at that time of the biannual review, or in some cases, on an as needed basis.

**1.4** **Metric Description:** **Assess and improve health literacy of students**

Required Level of Expectation: 85% of LC State’s students participating in SHS programming will report increased knowledge about personal health issues and campus resources.

Method of Monitoring: Offeror will work with the Director of the Student Counseling Center and/or Vice President for Student Affairs regarding periodic student surveys to assess health literacy.

Strategy for Correcting Non-Compliance: Increased student programming.

# **APPENDIX C – SPECIAL TERMS AND CONDITIONS**

RFP23-0829

Student Health Services

1. CONFIDENTIAL INFORMATION

The provisions of this section must supplement and not replace Section 23 of Lewis-Clark State College’s Standard Contract Terms and Conditions. Patient information must be Confidential Information as defined in Section 23 of Lewis-Clark State College’s Standard Contract Terms and Conditions. The Contractor must comply with laws and regulations concerning the confidentiality of healthcare information applicable to LCSC including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), United States Code Title 42, Chapter 7, Subchapter XI, Part C, and federal regulations at 45 C.F.R. Parts 160, 162 and 164.

1. CRITICAL INCIDENTS

In the event a member of the Contractor’s staff is involved in any event which causes, or has a reasonable likelihood of causing, financial liability to LC State, loss or damage to property, or harm or death to a person, Contractor must immediately suspend such staff person from work under the Agreement until such time as LC State approves the resumption of work under the Contract by such staff person.

1. FEDERAL AND STATE LICENSING AND CERTIFICATION

Where required by law, Contractor’s staff must hold current licenses or certifications issued by the State of Idaho authorizing the staff member to perform the services assigned to the staff member. At the request of LC State, Contractor must provide copies of such licenses or certifications.

1. OFFICE SUPPLIES AND EQUIPMENT

The Contractor must provide all needed office equipment for its use. Office equipment includes computers, pens, clipboards, fax machine, copier, time clock and other equipment needed by Contractor in its performance of the Contract.

1. LC STATE LIABILITY

LC State is not responsible for Contractor losses on LC State property, or otherwise, caused by theft, mysterious disappearance of, or damage to equipment, supplies or other personal property of Contractor, its staff, or vendors.

1. RECORDS

The Contractor must maintain all records and documents relevant to the Contract for seven (7) years from the date of final payment to Contractor. If an audit, litigation, or other action involving records is initiated before the seven (7) year period has expired, the Contractor must maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the existence of the Contractor is terminated by bankruptcy or any other cause, all records related to the Contract in the Contractor’s possession must become the property of LC State and the Contractor must immediately deliver such records to the LC State. All records and documents relevant to the Contract must be available for and subject to inspection, review, or audit, and copying by LC State and other personnel duly authorized by LC State, and by federal and state inspectors or auditors. The Contractor must make its records available to such parties at all reasonable times, at either the Contractor’s principal place of business or upon premises designated by LC State.

Pursuant to Idaho Code Section 74-106 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor maintains an individual document is exempt, the Contractor must clearly designate, on each exempt page, that the page is “exempt” and identify the statutory basis for exemption. LC State reserves the right to confirm an exemption designation. The Contractor must indemnify and defend LC State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor’s failure to designate an individual document as exempt.

1. RIGHT OF INSPECTION

LC State and licensing or certification agencies issuing licenses or certifications held by LC State must have the right to inspect, monitor, and evaluate the work being performed by the Contractor under the Contract.

1. COMPLIANCE WITH POLICIES AND LAWS

The Contractor and the Contractor’s staff must comply with the procedures and policies of LC State, the laws governing LC State, and the policies and rules of licensing or certification agencies issuing licenses or certifications held by LC State, the Contractor and the Contractor’s staff. Contractor must take immediate action to correct any deficiencies found during facility surveys conducted by state or federal licensing or certification agencies.

1. QUALIFICATION

 The Contractor certifies to the best of its knowledge and belief that it and its principals:

9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state, or local);

9.2 Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

9.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

9.4 Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

9.5 The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject Contractor, under 18 U.S.C. § 1001, to a fine of up to $10,000.00 or imprisonment for up to 5 years, or both.

1. REMEDIES

10.1 Remedial Action: If any of the services do not conform to Contract requirements, LC State shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to LC State; or (4) terminate the Contract.

10.2 Termination for Cause: Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time the Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided or Contractor fails to comply with any applicable law, regulation, or rule.

 If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the Department’s placement of a new contract and any damages incurred by the Department. The Department, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

10.3 Effect of Termination: Upon termination by LC State, Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to LC State any property provided by the LC State pursuant to the Contract; and (c) deliver or otherwise make available to LC State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Contract, whether completed or in process. Upon termination by LC State, LC State may take over the services and may award another party a contract to complete the services contemplated by the Contract. Upon termination for cause, LC State shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

10.4 Survival of Terms: Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

11. INSURANCE REQUIREMENTS

The Contractor shall carry such public liability and property damage insurance that will protect it and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations are by the Contractor or by any subcontractor, as detailed below.

The Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate showing proof of current coverage to LC State.  All insurance policies and certificates must be signed copies.  After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

The Contractor must provide certificate(s) of insurance, evidencing the coverage outlined below:

11.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.  If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

11.2 Professional Liability

Contractor shall maintain professional liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

11.3 Commercial Automobile and Umbrella Liability Insurance

Contractor shall maintain commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident.  Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its proposal if the Offeror will not use any owned, hired, or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State will consider the request. If the Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the Solicitation Closing (DUE) date found in the RFP Administration Information section, LC State will not consider the request.

11.4 Workers’ Compensation Insurance and Employer’s Liability\*

Workers’ Compensation: The Contractor is a subject employer under the Idaho Worker’s Compensation Law and shall comply with Idaho Statutes regarding Workers’ Compensation. For the duration of this Contract, and until all work specified herein is complete, the Contractor shall provide Idaho Workers’ Compensation coverage that satisfies Idaho law for all of its subject workers. The Contractor must provide either a Certificate of Idaho Workers’ Compensation Insurance issued by a surety licensed to write Idaho Workers’ Compensation Insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho Workers’ Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

\*Employer’s Liability, if applicable: This coverage is written in conjunction with Workers’ Compensation and provides insurance for the employer’s liability to its employees in circumstances where the injury is not covered by the Worker’s Compensation law and the employer may be subject to common law liability. The commercial umbrella and/or employer’s liability limits shall not be less than $100,000 each accident for bodily injury by accident, $100,000 bodily injury by disease, each employee, and $500,000 bodily injury by disease.

11.5 Additional Insurance Requirements:

LC State as Additional Insured: The liability insurance coverage required for performance of the Contract shall name LC State as additional insured, but only with respect to the Contractor’s activities to be performed under this Contract.

The Contractor must provide proof of LC State being additional insured by providing endorsements to the liability insurance policies showing the state of Idaho and its divisions, officers, and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof LC State being additional insured by providing copies of the policy pages that clearly identify automatic endorsement.

Notice of Cancellation or Change: The Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to LC State in accordance with the policy provisions.