

Garland Independent School District

REQUEST FOR QUALIFICATIONS (RFQ)

FOR: SCHOOL HEALTH TELEMEDICINE PROVIDERS

PROPOSAL #357-17



RFQ Submission Schedule:

Due: May 9, 2017

Time: 10:30 A.M. CST

**Location: Garland Independent School District
Attn: Mark Booker, Director of Purchasing
Purchasing Department
501 S. Jupiter, Garland, Texas 75042**

Table of Contents

Instructions For Submissions 3

Award/Evaluation of Qualifications 5

Certifications 5

Contract Terms And Conditions 6

Insurance Requirements 6

Purpose of Solicitation 7

Garland ISD Background 7

Scope of Services 7

Responsibilities Between Parties. 7

Evaluation Criteria 9

Respondent's Submittal 9

 Medical Facilities and Staffing 9

 Contract Document 9

Supplier Questionnaire. 10

Compliance Form. 12

Confidentiality Information Declaration. 13

Certification of Criminal History Check. 14

1. INSTRUCTIONS FOR SUBMISSIONS:

1.1 Submission of Qualifications:

- 1.1.1. In an effort to maintain fairness in this process, all inquiries concerning this procurement are to be directed only to the Garland ISD Purchasing Department, in writing. Attempts to contact Garland ISD's Board of Trustee members, Superintendent of Schools, Deputy Superintendents, Directors, or other employees, during this period beginning with the issuance of this document through approval of award are strictly prohibited unless authorized by the Purchasing Department. Any attempt by a provider or representative of the provider to contact or influence a member or members of the aforementioned, will be grounds to disqualify a provider from award for items or services on this RFQ.

Contact for Questions

Don Friedel, Assistant Director of Purchasing
 e-mail: dwfriede@garlandisd.net
 Fax: (972) 487-3097

- 1.1.2. All addenda will be issued via the district website at www.garlandisd.net/Purchasing (Current Bid List). All addenda, if required, will be posted on the aforementioned website by April 28, 2017, 4:00p.m. It is the provider's responsibility to check this website for addenda postings prior to submitting responses.

Providers finding errors, requests for additional information, omissions, or corrections that need to be made in this document specifications shall contact the Purchasing Department in writing before April 27, 2017, 1:00p.m. Written request shall be submitted via email to dwfriede@garlandisd.net. **Responses will not be provided for questions received after the deadline.**

- 1.1.3 PLEASE PROVIDE THE ORIGINAL AND ONE (1) COPIES.

- 1.1.4 THE ORIGINAL SHALL BE MARKED "ORIGINAL" AND THE COPIES AS "COPY."

- 1.1.5. Hand-carried qualifications or qualifications submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department
 501 S. Jupiter, Garland, Texas.

Qualifications submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Department
 P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all qualifications envelopes as instructed (#1.1.6. below). Allow sufficient transit time.

****Delivery of qualifications envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department. ****

- 1.1.6. Once completed and signed, return your qualifications to the Garland ISD Purchasing Department (as instructed above). Mark the package in the lower left hand corner as follows:

RFQ: #357-17 Request for Qualifications
SCHOOL HEALTH TELEMEDICINE PROVIDERS
DUE: **May 9, 2017 by 10:30am.** Central Standard Time

- 1.1.7. Qualification Statements received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened.
- 1.1.8. Oral or telegraphic bids transmitted via the District's facsimile machine are not acceptable.
- 1.1.9. Qualification Statements must be submitted to the District in a sealed package. **DO NOT FAX YOUR QUALIFICATIONS!**
- 1.1.10. Qualification Statements must be signed by an authorized individual to contractually bind their provider when submitting the qualifications. Failure to sign the qualifications will be considered as a "mistake in qualifications", and the qualifications will be rejected as "non-responsive".
- 1.1.11. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release **Copyrighted qualifications are unacceptable and will be disqualified as non-responsive.**

- 1.1.12. The provider shall be responsible for any cost incurred in the preparation of qualifications and participation in the evaluation process. There is no expressed or implied obligation by Garland ISD to reimburse any individual or provider for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by Garland ISD, or for participating in any selection demonstration/interviews, including discovery (pre-contract negotiations) and contract negotiations.

1.2. Award/Evaluation of Qualifications

- 1.2.1. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any qualifications, waive minor qualifications formalities and award the qualifications deemed to be most advantageous to the Garland Independent School District.
- 1.2.2. The District intent is to identify a medical **telehealth provider** based on the content of the qualification statements. The district will award a contract in accordance with Section 2254.003 of Texas Government Code.
- 1.2.3. Upon notification of potential selections for award, the person or entity submitting this qualifications must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
- 1.2.4. All response material will be evaluated to determine the best qualified response. Providers must have pediatric experience and Texas Board Certified Physicians and Nurse Practitioners.

2. CERTIFICATIONS

- 2.1 By signing this Request For Qualifications, the undersigned provider affirms that its company, corporation, provider, partnership or individual has not prepared this qualification in collusion with any other provider and that the contents of this qualifications as to terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or provider engaged in this type of business prior to the official opening of this qualifications.
- 2.2 The person whose signature appears on the letter of intent of this Request For Qualifications hereby certifies (by signing this document) that the individual and/or provider on whose behalf this qualifications is submitted is **not** listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this qualifications.
- 2.3 By submitting a qualification statement in response to this RFQ, all providers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with this procurement.
- 2.4 By submitting a response to this request, provider represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at www.garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the qualifications being considered non-responsive.

3. CONTRACT TERMS AND CONDITIONS

- 3.1 Each provider of services shall provide a contract document that would govern the relationship between the parties. As a minimum the contract form shall clearly delineate the scope of services, responsibilities between the parties in accordance with the scope of provided in the Scope of Work.

4. INSURANCE REQUIREMENTS

- 4.1 The Provider shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Provider and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The provider shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Provider shall, during the performance of this Agreement, keep in force the following insurance:
- a. Professional Liability , \$1, 000,000 each occurrence, \$2,000,000 aggregate
 - b. Error & Omissions
- 4.2 All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.
- 4.3 Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Provider shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.
- 4.4 The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

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Garland Independent School District Supplied Information

1. Purpose of Solicitation

The Garland Independent School District is seeking qualified providers interested in contracting with the District to provide School Health Telemedicine for a one year period with an option of four renewable years for a maximum of five-years. Actual contract terms and pricing will be negotiated with the selected provider as projects become available.

2. Garland ISD Background

Garland ISD has a student population of approximately 58,000 students. In the fiscal year 2016-2017 the district will have approximately 7,600 employees, of which over 3,800 are teachers. The school district has 2 pre-schools, 47 elementary schools, 13 middle schools, 7 high schools, and 8 support facilities. Garland ISD has 77 operating locations in the cities of Garland, Rowlett, and Sachse.

3. Scope of Services

Respondents to this RFQ shall identify their experience and qualifications to perform the following:

Garland Independent School District (Garland ISD) is seeking providers to operate a School Health Telemedicine Program within our district.

Telemedicine is the use of telecommunication and information technologies to provide clinical health care at a distance, which helps eliminate distance barriers and can improve access to medical services that may not otherwise be available.

Services to be provided at a minimum of seven area schools, as well as one Telemedicine unit located at our Student Service Center Clinic. Providers must be willing and able to provide services to all students enrolled within Garland ISD. See below for the requested contract provisions.

4. Responsibility between the parties

Garland ISD will provide:

- District students
- Selection of sites to be utilized, as long as it meets requisite space and technical requirements of provider
- Access to premises from 8:00 a.m.- 4:00 p.m. as scheduled and approved by Garland ISD
- Maintenance of premises
- Documentation of all Quality Control Metrics required
- Cost of all and necessary utilities
- Personnel, including, but not limited to Registered Nurses, Nurse Practitioners, other qualified health professionals at the request of Garland ISD Director of Health Services, and administrative support staff
- Parental consent for services prior to telemedicine visit

Garland ISD responsibilities:

- Send home promotional material
- Send home After Visit Summaries
- Promotion of Telemedicine services with the collaboration of provider

School Health Telemedicine Provider will provide:

- Telemedicine platform and programming
- All assessment equipment, hardware and software
- Technology support services
- Professional services- Pediatric Physicians and Nurse Practitioners
- Training to all nurses and other qualified health professionals participating in the School Health Telemedicine Program in the use and scope of the School Health Telemedicine Services
- Continuing educational opportunities to personal supporting Telemedicine services
- Parental consent forms
- Administrative services during normal business hours
- Appointment scheduling and other personnel required to complete a telemedicine visit
- After Visit Summaries
- Promotional material, including but not limited to, necessary personnel, materials, and resources to obtain parental consent

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5. Evaluation Criteria

Qualifications of all business entities will be evaluated using the following selection criteria.

A. Corporate Background and Experience related to School Health Telemedicine Services	40%
B. Key Project Personnel to be assigned to the district	20 %
C. Previous experience with Texas School Districts	20%
D. Previous experience performing the Services requested in Section 3.	10%
E. Management Plan and Methodology to execute the services requested	10%

RESPONDENT'S SUBMITTAL

Each provider shall organize the response in the order listed below and include the content as requested. This information will be used for the Evaluation Criteria previously listed. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFQ. Additionally, Garland ISD reserves the right to reject, as non-responsive, any responses that are not organized and formatted as described in this RFQ.

1. Information pertaining to medical facilities and staffing

2. Contract Document

Supplier Questionnaire

1. Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? Yes
No

If yes, provide a copy of the certification with the Request for Proposal/Bid response.

2. References:
- | <u>Name</u> | <u>Telephone Number</u> |
|-------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland • City of Rowlett • Ysleta ISD
- The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Yes
No

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes
No
- For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com.

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Yes
No

Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? Yes
No

For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org .

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.

Supplier Questionnaire (continued)

5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.
- 5.1. Will your company accept these credit card purchases? Yes No
- 5.2. Does your company utilize level 3 data card processing information? Yes No
6. Proposer's principal place of business (or main corporate office) is located in _____ (state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes No
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes No
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes No

Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature

Title

Date

Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students”-The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Title

Date