REQUEST FOR PROPOSALS (RFP)

CAMPUS HEALTH CLINIC SERVICES
University of Maine at Fort Kent

RFP # 06-13

ISSUE DATE:
August 6, 2012

PROPOSALS MUST BE RECEIVED BY:
August 21, 2012

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401
SECTION ONE

1.0 GENERAL INFORMATION:

1.1 Purpose: The University of Maine System acting through The University of Maine at Fort Kent is seeking proposals for the provision of a campus, walk-in health clinic for the academic year (from the first day of classes to the end of final exams – generally from late August or early September to mid-May).

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: The University of Maine at Fort Kent (UMFK) will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

1.3 Background: The University is an integral and cooperating member of the seven campus University of Maine System. It was founded as the Madawaska Training School in 1878 to prepare bilingual teachers to serve the French speaking people of Northern Aroostook County. UMFK has evolved into a modern, liberal arts based university offering baccalaureate and associate degree programs to a growing population of students from the region and from other parts of Maine, New England, and the United States. A substantial number of the University's students are from other countries; especially Canada.

With a growing population of students, the University has continually sought ways in which to expand and provide all services necessary for the academic and social welfare of all its students and staff.

1.4 Scope: The University seeks to establish a contract with a healthcare provider to furnish a qualified Nurse Practitioner, a Physician's Assistant or Physician to provide convenient and effective walk-in health center services to students attending the University during the academic year. Staff and faculty will have access to the Health Clinic, but they will be charged for services against their insurances. The contract will be for one year with an option to renew for four more one year terms.

The Contractor shall provide Health Center services via a Nurse Practitioner, a Physician’s Assistant or Physician for up to 20 hours per week. The Contractor shall provide up to seven hours of mental health counseling services via a Mental Health Practitioner or partnership with an outside entity. The Clinic shall be open for up to two extra days in August for the purpose of athletics’ physicals. The times for these physicals will be negotiated on an annual basis. The Contractor is not expected to staff the Clinic outside of normal operating hours. The University expects that students requiring services outside of normal clinic hours will contact the Assistant Dean of Student Life and Development or her/his staff to be directed to appropriate medical facilities.

1.5 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's and students best interests, including, but not limited to cost of service, quality of services provided to students, ability to meet specifications, stability of bidder and bidder references.

1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or
clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

1.7 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System’s Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.9 Confidentiality: The information contained in proposals submitted for the University’s consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #06-13

1.15 Proposal Submission: A SIGNED original and five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Tuesday, August 21, 2012, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check http://www.maine.edu/alerts/ to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #06-13

1.16 Pre-Proposal Site Visit: Before submitting a proposal, bidders may want to visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties and restrictions. If a site visit is desired contact Ray Phinney, Assistant Dean of Student Life and Development at 207-834-7562 to schedule an appointment.
SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Administration: The Assistant Dean of Student Life and Development or his/her designee shall be the University’s authorized representative in all matters pertaining to the administration of this Contract.

2.2 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.4 Contract Term: The Contract term shall be for a period of one (1) academic year commencing on or about the first day of classes (September 4, 2012 for the 2012 – 2013 academic year). With mutual written agreement of the parties this Contract may be extended for four (4) additional one (academic) year periods.

2.5 Sales, Fees, and Contractor Billing: The Contractor shall submit a monthly statement of revenue, defined as services rendered for a fee. Revenue will be supported by records and any other documentation desired by the University. The Contractor shall be responsible for the collection of payment for services from individuals or from individual insurance providers.

The Contractor shall be responsible for an accurate record of student visits and shall complete documentation to facilitate the billing of students for individual visits through the University Business Office.

The University shall at all times have the right to examine the business records of the Contractor relative to this agreement or to have the Contractor’s records inspected by an accountant of the University’s choice at the University’s expense.

The Contractor shall provide the University with a bi-annual invoice for services rendered. This invoice shall be for the same amount each month, September to June, and shall be for one-tenth the amount of the total fee set by the contract for services rendered for one academic year by the contractor.

2.6 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

2.7 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

2.8 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University’s satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such
default and if adequate correction is not made within fourteen (14) calendar days, the
University may take whatever action it deems necessary to provide alternate services and
may, at its option, immediately cancel this Contract with written notice. Except for such
cancellation for cause by the University, either the University or the Contractor may terminate
this Contract by giving ninety (90) days advance written notice to the other party. Cancellation
does not release the Contractor from its obligation to provide goods or services per the terms
of the Contract during the notification period.

2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the
terms of the Contract, it is the Contractor’s responsibility to obtain written clarification or
approval from the Contract Administrator.

2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be
governed by and construed in accordance with the laws of the State of Maine without
reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or
proceeding arising out of this Contract, shall be instituted in a state court located in the State
of Maine.

2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written
consent of the other, nor shall the Contractor assign any money due or to become due without
the prior written consent of the University.

2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors
agree, consistent with University policy, not to discriminate on the grounds of race, color,
religion, sex, sexual orientation, including transgender status or gender expression, national
origin or citizenship status, age, disability, genetic information, or veteran’s status and to
provide reasonable accommodations to qualified individuals with disabilities upon request.
The University encourages the employment of individuals with disabilities.

2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal
entity, or an individual, the Contractor is an independent contractor. If the Contractor is an
individual, the Contractor’s duties will be performed with the understanding that the Contractor
is a self-employed person, has special expertise as to the services which the Contractor is to
perform and is customarily engaged in the independent performance of the same or similar
services for others. The manner in which the services are performed shall be controlled by
the Contractor; however, the nature of the services and the results to be achieved shall be
specified by the University. The Contractor is not to be deemed an employee or agent of the
University and has no authority to make any binding commitments or obligations on behalf of
the University except as expressly provided herein. The University has prepared specific
guidelines to be used for contractual agreements with individuals (not corporations or
partnerships) who are not considered employees of the University.

2.14 Sexual Harassment: The University is committed to providing a positive environment for all
students and staff. Sexual harassment, whether intentional or not, undermines the quality of
this educational and working climate. The University thus has a legal and ethical
responsibility to ensure that all students and employees can learn and work in an environment
free of sexual harassment. Consistent with the state and federal law, this right to freedom
from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced
notice.

Further information regarding this policy is available from the Executive Director of Human
Resources/EEO Coordinator, Cyr Hall, (207) 834-7533.
2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Limit</th>
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<tbody>
<tr>
<td>1. Medical Professional Liability</td>
<td>$2,000,000 limit or more</td>
</tr>
<tr>
<td>2. Commercial General Liability</td>
<td>$1,000,000 per occurrence or more (Bodily Injury and Property Damage)</td>
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<td>(Written on an Occurrence-based form)</td>
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<tr>
<td>3. Vehicle Liability</td>
<td>$1,000,000 per occurrence or more (Bodily Injury and Property Damage)</td>
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<td></td>
<td>(Including Hired &amp; Non-Owned)</td>
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<tr>
<td>4. Workers Compensation</td>
<td>Required for all personnel (In Compliance with Applicable State Law)</td>
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The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance. If the Medical Professional Liability Insurance is written on a "claims made" basis, the Contractor agrees to keep the policy in force for at least three years after the expiration of the contract.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

2.17 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

2.18 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this
Contract without the prior written consent of the Contract Administrator.

2.19 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: PCard (Visa); Bank of America’s ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 The Contractor shall provide walk-in health center services to students at the University of Maine at Fort Kent. Staff and faculty will have access to the Health Clinic, but they will be charged for services against their insurances. Services shall include, but are not limited to the list shown below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
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<tbody>
<tr>
<td>Physical Exams</td>
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<td>Basic Suturing</td>
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<tr>
<td>Urinary Tract Infections</td>
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<td>Headaches</td>
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<td>Minor Excisions &amp; I &amp; D</td>
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<tr>
<td>Allergy Injections</td>
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<tr>
<td>Oral Contraceptives (reduced rate)</td>
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<td>Pap Smears</td>
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<td>STD Checks</td>
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<td>Orthopedic Problems</td>
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<tr>
<td>Mental Health</td>
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<tr>
<td>Minor Injury</td>
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<td>Blood Pressure Checks</td>
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<td>Birth Control Counseling</td>
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<td>Upper Respiratory Infections</td>
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<td>Athletics Physicals</td>
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<td>Tobacco Cessation</td>
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<td>Nutritional Counseling</td>
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<tr>
<td>University Required Immunizations</td>
<td></td>
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</tbody>
</table>

3.2 The Contractor shall provide Health Center services via a Nurse Practitioner, a Physician’s Assistant or Physician for up to 20 hours per week. The Contractor shall provide up to seven hours of mental health counseling services via a Mental Health Practitioner or partnership with an outside entity. The Clinic shall be open for up to two extra days in August for the purpose of athletics’ physicals. The times for these physicals will be negotiated on an annual basis. The Contractor is not expected to staff the Clinic outside of normal operating hours. The University expects that students requiring services outside of normal clinic hours will contact the Assistant Dean of Student Life and Development or her/his staff to be directed to appropriate medical facilities.

3.3 The Contractor shall operate the Clinic as a free walk-in Clinic for all UMFK students during the academic year (generally from late August or early September to mid-May). The Clinic will be closed during campus breaks, summer session and any holiday in which students are not in classes. A student fee is being charged to all UMFK students to cover this cost. Staff and faculty will continue to have access to the Health Clinic, but they will be charged for services against their insurances. The Clinic shall be open for up to two extra days in August for the purpose of athletics physicals. The times for these physicals will be negotiated on an annual basis.

3.4 Supplies: The Contractor shall provide all supplies and goods necessary for medical services.

3.5 Payments: Payment of the contract fee will be upon submittal of a bi-annual invoice to the University. Half of the annual contract fee will be paid on January 31st, and half will be paid on May 31st. Payment will be made on a net 30 basis unless discount terms are offered.

3.6 Office Space: The University shall provide and maintain facilities for a walk-in student health clinic, including two (2) examination rooms a waiting room and an office. The fee for space will be waived. The space is only to be used for students, staff and faculty as described herein.

3.7 Support Services: The University shall provide heat, electricity and cleaning services. The University shall provide and maintain telephone connections, and extensions; computer connections and Internet connections; access to other necessary office equipment and supplies. The Contractor shall reimburse the University for toll calls.

3.8 Notification: The Contractor agrees to notify the University promptly in the event of loss, termination or suspension of license or hospital privileges or of disciplinary complaints against any healthcare provider whose services are provided under the terms of this contract.
3.9 Drug Enforcement Agency Number: The Contractor’s Drug Enforcement Agency Number shall be kept on file at the University.

3.10 Right of Approval: Should the Primary Physician named in the contract leave during the term of the agreement the University shall have the right to approve the replacement beforehand.

3.11 Survey: The Contractor shall conduct a survey, each semester, to evaluate the quality and relevance of services provided. The University shall have final approval over survey content and how the survey is conducted.

3.12 Confidentiality: The Contractor shall comply with Maine laws regarding the confidentiality of health information and, if it is a “covered entity” as defined by HIPAA and 45 CFR 160.103 then the Contractor shall comply with all of the requirements of HIPAA, as amended, and its implementing regulations. The Contractor shall provide the contact information for its HIPAA Privacy and Security Officials also, if applicable.

3.13 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Healthcare Providers: Submit the name(s) and resume(s) of any physician, physician’s assistant or Nurse Practitioner proposed to provide services to the University.

4.2 Accreditation: Bidders shall provide copies of any licenses and / or certifications pertinent to this proposal and a copy of their organization’s most recent accreditation report.

4.3 Fees: Include with the proposal the dollar amount that would be billed to the University for services as a flat fee for the first academic year of the contract and any extension years. An academic year is from the first day of classes to the end of final exams - generally from late August or early September to mid-May.

4.4 Business Plan: Bidders shall provide a narrative description (including hours of service or operation) of their vision of the operation of the center, based on information provided in this RFP.

4.5 Fulfillment of Services: Bidders shall describe the following:

- Policies and procedures for payments by cash and cash equivalents.
- Policies and procedures for payments by health insurance.
- The bidder’s ability to accept payment in Canadian funds and / or by Canadian Social Insurance.
- The bidder’s referral procedures and capabilities in regard to lab testing, specialists, more extensive procedures and tests and physicians.
- Procedures and policies regarding conflict resolution with respect to billing and services.

4.6 Survey: Bidders shall describe how they would conduct the survey described in Section 3.11 above.

4.7 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)

4.8 References: Bidders shall provide three references with their proposal. These references shall be clients your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number.