REQUEST FOR PROPOSAL (RFP)

RFP Name: Construction Management

1. **INTRODUCTION**

St. John’s Community Health (SJCH) is a network of community health centers in Los Angeles and the Inland Empire providing medical, dental, behavioral and mental health, and substance use services as well as case management, supportive services, and outreach services. St. John’s started as a one-room, volunteer-run pediatric health clinic in 1964. Today, it is one of the largest non-profit Federally Qualified Health Center healthcare providers in Los Angeles and beyond, serving patients of all ages at over 20 locations including standalone clinics, mobile clinics, school-based health and wellness centers, and clinics in public/affordable housing developments.

# PROJECT OVERVIEW

SJCH’s vision for the Avalon Health Access and Resilience Center (AHARC) Project is to develop our Community Resilience Center (CRC) with the infrastructural capacity and human capital to prepare for, respond to and recover from climate, public health and other emergencies. Our CRC’s emergency-responsive, environmentally-sustaining amenities and services will be integrated with year-round health, case management, workforce training, and other programs that address social determinants of health and lack of access to resources for low-income community members living and working locally in South LA. AHARC will solicit, engage and incorporate multidisciplinary input and expertise from various community stakeholders guided by the values of equity, access, collaboration and community cohesion.

AHARC’s project design is directly responsive to SJCH’s vision to create a community-driven, safe-haven CRC with the infrastructural capacity and human capital to prepare for, respond to and recover from climate, public health and other emergencies. Adjacent to our existing clinic and drop-in center in South LA, proposed facilities incorporate wide-ranging disaster relief, environmentally-sustaining campus amenities and services. These include accessible and adaptable indoor and outdoor spaces for cooling, emergency shelter, climate and community resilience classes and events, and a community garden. Physical infrastructure elements are integrated with year-round medical, dental, and behavioral health services, case management, peer support, workforce training, basic-needs services, and other programs to address lack of access to resources for low-income, people of color from a diverse group of priority populations living and working locally to South LA. To ensure our project design is responsive the specific climate and community resilience needs of local residents and workers, AHARC has and will continue to solicit and incorporate multidisciplinary input from community stakeholders guided by values of equity, access, collaboration and community cohesion. As evidenced within the Application Workbook’s Workplan, SJCH proposes a five-year project that includes all required elements, is methodical, well-managed, and feasible timewise and financially.

The CRC capital project will renovate three buildings (currently warehouses) at 6808, 6810, and 6812 Avalon Blvd. totaling app. 16,283 sq. ft. (see attached site map) and existing parking, to accommodate campus amenities and year-round programs. During the grant period, the buildings will be retrofitted to include adaptable indoor and outdoor spaces to address climate and community resilience comprised of lobby/reception/command center areas, classroom, multipurpose assembly room, harm reduction program area, kitchen, ample storage areas (including refrigeration), dining area, staff offices/areas, guest showers, toilets and laundry. Outdoor construction will include shading canopy, misters, community garden, drought-tolerant landscaping, shade trees, food prep/dining area, showers, portable toilets, pet shelter, dog walk, generator, storm/gray water cisterns, photovoltaic panels system, and other campus amenities. Facility will be activated as 24/7 emergency shelter during large-scale climate emergencies accommodating as many as 325 affected adults and children at a time.

Project Location: 6808, 6810, and 6812 Avalon Boulevard, Los Angeles, CA 90003

Project Budget: $11,400,000. (Not To Exceed – All inclusive: construction hard costs, soft costs & FFE)

# REQUIRED QUALIFICATIONS

Vendors interested in responding to this solicitation must demonstrate their ability to successfully provide the required service outlined in the scope of work, contained herein. Only proposals from qualified vendors meeting the requirements below shall be considered for an agreement.

# SJCH POINT OF CONTACT

Questions and correspondence regarding this solicitation shall be directed to the primary SJCH contact(s) for this solicitation:

**Maria Genie, Chief Administrative Officer**

**Tim Neiman, Sr. Director of Capital Projects (Contact Mr. Neiman for site visit)**

St. John’s Community Health

808 W. 58th St.

Los Angeles CA 90037

Email: mgenie@sjch.org and tneiman@sjch.org

Phone: 323-541-1600

**All questions and written communications** regarding this solicitation shall be submitted in writing (e-mail is acceptable) to point of contact above.

# SCOPE OF WORK – Construction Manager

* Please read entire RFP and grant documents in this package to obtain an understanding of the project scope
* Site walk: please contact Tim Neiman tneiman@sjch.org , 323-868-4277

*Construction Manager's fee should include but is not limited to the following:*

* Survey and photo documentation of existing site and buildings, analysis of existing building systems/ facility assessment
	+ Advise owner re: potential building problems, areas of concern or cost
* Develop preliminary budget and project schedule with architect for schematic design presentation
	+ Revise and update budgets and schedule throughout design process
	+ Meet with consultants, architects and owners as required to provide

accurate estimating

* Provide constructability/ buildability support to design team as needed throughout design phases
* Review and advise re: construction documents and specifications
* Support plans check and permit process as needed through

Permit approval

* Pre-qualify general contractors for the bid process
* Coordinate meetings with the Owner, provide detailed minutes
* Coordinate and lead competitive bidding process, bid to (3) – (4) qualified general contractors, (sealed bid process)
	+ Advise Owner regarding contractor selection
	+ Provide bid comparisons for Owner with recommendations
* Support design team and awarded GC’s with value engineering as needed to
meet project budget through bidding and construction
* Assist in review of GC contract and final contract submission
* Assist in builder’s risk insurance package submission
* CM to retain deputy inspector
* Provide project reports as required by funders
* Process vendor’s invoices as per funder’s and Owner’s requirements
* Develop and maintain project oversight with master schedule and construction schedule
* Track project budget contingencies and expenditure
* Coordinate and provide oversight and quality control for the entire project through completion
	+ Update budget on bi-weekly basis
	+ Review all payment requests
	+ Review all change order requests, process approved change orders
	+ Coordinate formal OAC site meetings as required, minimum once per week
	+ Chair meetings, provide agenda and minutes
	+ Visit site as necessary to provide oversight
	+ Coordinate Building Department inspections
* Utilize CM techniques to keep the project on schedule and within budget, represent Owner’s interest throughout process
* Assume all typical Construction Management and Project Management tasks including those not listed, please itemize. Add suggested additional services as you see fit.

# PROPOSAL SUBMISSION REQUIREMENTS

This Request for Proposal represents the requirements for an open and competitive process. **Proposals are required to be submitted on or before May 5, 2025.** Any proposal received after this date and time without prior notification may not be considered. An official agent or representative of the company **must sign all proposals by submitting a cover letter**. The cover letter must also include the primary contact’s name, phone number, and email.

To be considered, all proposals must be completed and submitted following these instructions and utilizing the Cost Proposal Worksheet which is provided to all confirmed participants.

Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

The costs must be all-inclusive of services performed, internal and contracted. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals, which call for outsourcing or contracting work, must include a name and description of the organizations being contracted.

**Warranties** – All vendor warranty information must be provided.

**Vendor Qualifications** – Vendors must provide the following items as part of their proposal for consideration:

* Description of experience
* List of how many full-time, part-time, and contractor staff in your organization
* Examples of similar projects completed with at least three (3) references
* Overview of the timeframe and major steps for completion of the project; production time and estimated delivery date must be specified
* List of vendors used.

To be considered all proposals must be complete and submitted following these instructions and utilizing the Proposal Worksheet. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

# EVALUATION CRITERIA

SJCH will award this contract based on the most responsible and responsive proposal received. Price is important, but price alone will not be the sole determination for an award. The determination for the award is the responsibility of SJCH personnel. Issues such as conformance to the specifications contained herein, reference feedback, experience at similar projects, length of time in business, the quality of construction proposed, design details, warranty, and many other factors including price will be evaluated. SJCH reserves the exclusive right to reject, for any reason at its sole discretion, the proposal of any vendor. By signing your RFP response proposal, you agree to the award criteria and process stated in this paragraph.

# PROJECT TIMELINE

Vendor selection will be completed no later than May 19, 2025, and all participating vendors will be notified immediately thereafter. SJCH reserves the right to extend timelines if deemed necessary. Any bid received after the time and date specified may not be considered.

# PROPOSAL SUBMISSION AND QUESTIONS

This RFP is available to interested parties through the SJCH contact office designated in Section 4 above. All requests for information concerning this RFP should be directed to the contact office designated above in writing (e-mail is acceptable) by the due date specified above.

Responses to this RFP are due on or before May 19, 2025. One (1) original and one

(1) copy of the complete proposal must be mailed or hand-delivered in a sealed envelope marked:

Attn: Maria Genie & Tim Neiman

St. John’s Community Health

808 W. 58th St.

Los Angeles, CA 90037

Questions, interpretations, or clarifications concerning this RFP shall be submitted in writing (E- mail is acceptable) and directed to: tneiman@SJCH.org

# Resilience Center Project

# Cost Proposal Worksheet

All fee proposals must include the following at a minimum. However, vendors may include a more detailed fee proposal and list of estimated project reimbursables.

|  |  |
| --- | --- |
| **BIDDER NAME:** |  |
|  |  |
|  |  |
| **BASE BID:** |  |
|  |  |
| Reimbursables  | $ PROVIDE ESTIMATED COST  |
| Construction Management  | $ PROVIDE COST  |
| Estimated Soft Cost including plan check fees, permit fees, builders risk insurance, misc.  | $ PROVIDE ESTIMATED COST  |
| Misc. | $ |
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| Total Base Bid (Not to Exceed) | $ |

Note: Fee proposal to include list of all reimbursable and estimated costs, provide detailed fee schedule outlining services provided, staff rates and estimated hours/ fees on a monthly basis. Assume (5) months pre-construction services, (10 – 12) months of construction and (2) months of project close out.

## Cost Proposal Certification

Bid is firm for days and signed by the following individual authorized to certify pricing and enter into agreements.

|  |  |
| --- | --- |
| Contractor Name: |  |
| Contractor Address: |  |
| City, State, Zip: |  |
| Representative Name: |  |
| Representative Signature: |  |
| Representative Title: |  |

# Terms and Conditions

The terms and conditions contained in this section or, in the sole discretion of SJCH, terms and conditions substantially like these terms and conditions, will be included in any contract or agreement that results from this RFP. As indicated in the criteria for selection of this RFP, anytime the **awarded proposer** is cited will henceforth be referred to as the “**Contractor**” or “**Proposer**”.

This RFP constitutes an invitation to make proposals to SJCH. Accordingly, this RFP does not commit SJCH to award a contract, or to procure, or to contract for services or supplies.

Notwithstanding any other provisions of this RFP, SJCH reserves the right to award this contract to the Proposer(s) that best meets the requirements of the RFP, and not necessarily to the lowest Proposer. SJCH reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of SJCH to do so. SJCH reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. Contractor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
2. SJCH reserves the right to determine whether to interview some or all or the Proposers, and to conduct such interviews privately.
3. SJCH reserves the right to select and enter a contract with the Proposer whose proposal best satisfies SJCH’s overall interests.
4. SJCH reserves the right to select the proposal it believes to be most beneficial to

SJCH. SJCH’s decision-making and selection process will be discretionary and will be based on a variety of factors within its evaluation criteria.

1. SJCH reserves the right to waive or extend deadlines.
2. SJCH reserves the right to accept proposals as a whole or in part.
3. SJCH reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals.
4. SJCH reserves the right to request additional information from any Proposer.
5. SJCH reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
6. SJCH reserves the right to supplement, amend or otherwise modify this RFP.
7. SJCH reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
8. SJCH reserves the right to negotiate with any Proposer, or with all or none of the Proposers.
9. SJCH reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
10. SJCH reserves the right to award one or more proposers.
11. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from SJCH for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
12. Each submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
13. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to SJCH:

St. John’s Community Health

808 W. 58th St.

Los Angeles CA 90037

**Attention:** Maria Genie, Chief Administrative Officer

Tim Neiman, Sr. Director of Capital Projects

If to Contractor: Street Address: Attention: \_\_\_\_\_

1. Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Proposals are considered to be irrevocable for a period of not less than 120 days following the date for submission of proposals.
3. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
4. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposers should also provide a description of the portion of the scope of work for which each of these professionals will be responsible.
5. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of SJCH.
6. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Proposers are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by SJCH, which may use any such materials and ideas.
7. Los Angeles County, California, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.
8. Contractor agrees that a written copy of Contractor’s Civil Rights "Affirmative Action Compliance Program" will be provided simultaneously with this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing
9. Proposer confirms that neither Proposer nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government procurement or non- procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services

Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Proposer shall provide immediate written notification to SJCH if, at any time prior to award, proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when SJCH executes this Agreement. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to SJCH, SJCH may terminate this Agreement for default by Proposer.

1. Contractor acknowledges that SJCH is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at SJCH’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at SJCH’s premises or facilities. Contractor acknowledges that SJCH will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at SJCH’s premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>
2. Proposer is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non- segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.
3. Proposer is aware of, is fully informed about, and in full compliance with its obligations under the Equal Employment Opportunity Act (EO 11246; 41 CFR Part 60)
4. To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by SJCH, and hold harmless SJCH and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively “indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys’ fees), and other claims of any nature, kind, or description (collectively “claims”) by any person or entity, arising out of, caused by, or resulting from

Contractor’s performance under this agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by contractor or anyone for whose acts Contractor may be liable. The provisions of this section will not be construed to eliminate or reduce any other

indemnification or right which any indemnitee has by law or equity. In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by SJCH, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, SJCH will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, SJCH agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

# PRICING AND DELIVERY SCHEDULE

## Proposal of:

(Proposer Company Name)

To: St. John’s Community Health

Ref.: Construction Management

Having carefully examined all the specifications and requirements of the RFP and any attachments thereto, the undersigned proposes to furnish as required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**SJCH Payment Terms**

**SJCH’s standard payment terms are “Net 30 days.” Indicate below the prompt payment Discount that Proposer offers to SJCH.**

**Prompt Payment Discount % days/net 30 days.**

Respectfully submitted,

Proposer:

By: (Authorized Signature for Proposer)

Title:

Date:

#  EXECUTION OF OFFER

By signature hereon, Proposer represents and warrants the following:

Proposer acknowledges and agrees that (1) this RFP is a solicitation of a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to the RFP will not create a contract between SJCH and Proposer; (3) SJCH has made no representation or warranty, written or oral, that one or more contracts with SJCH will be awarded under this RFP; and (4) Proposer will bear, as it sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances.

Proposer understands the requirements and specifications set forth in this RFP.

If selected by SJCH, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressively provided in the Agreement.

If selected by SJCH, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that SJCH will rely on such statements, information and representation in selecting the Contractor. If selected by SJCH, Proposer will notify SJCH immediately of any material change in any matter with regards to which Proposer has made a statement or representation or provided information.

Proposer will defend, indemnify, and hold harmless SJCH and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, cost (including, but

not limited to reasonable attorneys’ fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

By signature, Proposer offers and agrees to furnish the Services to SJCH and comply with all terms, conditions, and requirements and specifications set forth in the RFP.

By signature hereon, Proposer affirms that it has not given, or offered to give, nor does Proposer intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer or signing with a false statement may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal list at SJCH.

By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership, or institution represented by Proposer, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of California, codified in Section

19.86 Unfair Business Practices – Consumer Protection, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exist between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a joint venture of the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of SJCH, on the other hand, other than the relationships which have been previously disclosed to SJCH in writing and

(ii) Proposer has not been an employee of any component of SJCH within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before SJCH enters into a contract or agreement with Proposer.

By signature hereon, Proposer affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP, in accordance with RCW section 39.26, Procurement of Goods and Services.

By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, Proposer represents and warrants that all products and services offered to SJCH in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the RCW 49.17, California Industrial Safety and Health Act and all regulations in effect or proposed as of the date of this RFP.

Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time SJCH makes an award or enters into any contract or agreement with Proposer.

## Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation, then Proposer’s Corporate Charter Number:

RFP No.:

***St. John’s Community Health thanks you for your participation.***