

Solicitation 385-9906
Wellness Managment Program



City of Fort Lauderdale

Bid 385-9906 Wellness Management Program

Bid Number 385-9906
Bid Title Wellness Management Program

Bid Start Date Nov 30, 2007 4:04:30 PM EST
Bid End Date Dec 10, 2007 2:00:00 PM EST

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Changes made on Dec 3, 2007 1:46:40 PM EST

New Documents 9906Adden1_WellnessProgram.doc

Changes were made to the following items:
[Wellness Management Program](#)

Description

PROPOSER RESPONSE FORMAT:

ALL PROPOSERS ARE REQUESTED TO SUBMIT RESPONSES ELECTRONICALLY, VIA THIS SITE. RESPONSE FORMAT SHOULD BE AS FOLLOWS:

Tab I, Management Summary

Provide a cover letter indicating the underlying philosophy of your firm in providing the service.

Tab II, Business Plan

Include:

Description of the proposed contract team and the role to be played by each member of the proposed team
Proposed team organizational structure, interrelationships, and interactions
Detailed plan of approach (including major tasks and sub-tasks)
Detailed time line for completion of the project.

Tab III, Corporate Experience and Capacity

Provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Include three references from three different local governments or similar entities where services similar to those requested in this RFP have been performed within the past five years.

Tab IV, Key Personnel

Attach resumes of all managers, supervisors, and other contract team members who will be involved in the management of the total package of services, as well as the delivery of specific services.

Tab V, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

Tab VI, Cost of Services

Provide the cost PER EMPLOYEE for which your firm will provide the requested services.

Tab VII (or bound separately), Sample Report

Include an actual report your firm has issued on an organizational wellness program, after performing services similar to those requested in this RFP.

Added on Dec 3, 2007:

ADDENDUM NO.: 1, ENTITLED "9906 ADDEND 1, WELLNESS PROGRAM, IS ISSUED TO ADDRESS/CLARIFY AND ANSWER QUESTIONS RAISED BY PROPOSERS.

Changes made on Dec 3, 2007 1:46:40 PM EST

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement

Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor

terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:

WELLNESS PROGRAM DESIGN

Describe your firms' wellness and disease management program, including detail around identification, enrollment, coaching and discharge.

2. Please note which of these health and wellness issues you have in your program:

- | | | | |
|---|------------------------------|---|---------------------|
| n | Prenatal Care/Healthy Babies | n | Women's Health |
| | | | Men's Health |
| n | Diet & Nutrition | | Parenting |
| n | Exercise | | Healthy Aging |
| n | Stress Management | | Bereavement |
| n | Time Management | | Depression |
| n | Smoking Cessation | | Other (please list) |
| n | Health Screenings | | |

3. Describe your health coaching program, including detail around identification, enrollment, coaching and discharge.
4. If a participant has multiple health risks, how do the personal health coaches prioritize which lifestyle area's to address first?
5. Identify the source of the clinical protocols used to guide interventions, processes, and responsibilities for updating them.
6. Detail how your Wellness model accounts for regional or other medical variations.
7. Based on your experience, discuss the challenges of ensuring a successful wellness program. Describe specific examples of how you have overcome these challenges.
8. Describe the process of how your wellness program identifies, prevents and manages disease states? In addition, provide a process map that supports your response.
11. Describe your enrollment model (e.g., opt-in or opt-out) and identify why you believe it is the best approach.
12. What on line capabilities do you have for patients? For doctors? For employers?
13. Describe how you would tailor your Wellness program to meet the needs of the CITY OF FORT LAUDERDALE EMPLOYEE population.
14. In your company's experience, what elements are essential for a successful wellness program?

15. How many participants are enrolled in your wellness programs?
16. How do you keep individuals engaged in the programs?
17. Do you have standard pieces of communications that are sent periodically to participants and if so, provide examples.
18. How does your Wellness program integrate to provide a seamless user experience? Provide an example participant experience for an individual who is: healthy, at risk and with chronic disease.
19. Please describe how you use data (claims, pharmacy and other) to maximize participation in disease management programs.
20. Will there be any interfaces required from City of Fort Lauderdale or will all data flow directly from AvMed.
21. Please describe your call center operations. Are nurses located on-site or virtually? Can call center representatives and nurses speak Spanish and other languages?
22. Do you have after hours support?

HEALTH RISK ASSESSMENTS

1. Do you have the ability to use previous HRA data or an HRA from other vendors?
2. Do you currently offer any vendor sponsored incentive programs for Wellness or Disease Management. If so, please give details on the programs.
3. If you do not currently offer vendor sponsored incentive programs for Wellness or Disease Management would you be willing to offer one? If so, what would be the minimum requirements?
4. Are 'readiness to change' and 'productivity' questions included and reported? If yes, please describe.
5. Is a health score communicated? How does this score work with partial completion of the HRA? - e.g. with and without the biometric panel

How would you launch an HRA Campaign for City of Fort Lauderdale Government members?

EXPECTED OUTCOMES AND MEASURES

1. Detail your organization's standard approach to measuring program success specific to wellness and disease management and explain how it is similar or different than that of other wellness and disease management programs.
2. Show evidence of positive outcomes from prior efforts.
3. Provide a sample of your reporting package.
4. Describe some evidence of positive outcomes from prior efforts.
5. Provide your demonstrated record of delivering improved health and measured economic outcomes.
6. Contractor shall at a minimum, perform the following Intervention/Wellness Services:
 1. Monitor specific tests and results on a routine basis (weight, cholesterol level, blood pressure, etc.)
 2. identify a set of short-term and long-term goals used to reduce individual risk factors and improve health
 3. establish an individualized personal action plan and will use the plan to help achieve the identified goals through healthy eating, weight management, regular exercise, stress management, smoking

- cessation, other lifestyle changes, and, when appropriate, recommendations for medication management by the individual's personal physician.
4. delivery of services (visits) by the contractor shall be via "remote delivery", whereby contractor's staff deliver the program to individuals using the telephone and/or the internet from the Contractor's Call Center

Service Frequency:

1. Employees classified as "Low Risk" shall receive quarterly, scheduled "monitoring visits", and a minimum of one progress report.
2. Employees classified as "High Risk" shall receive, monthly, scheduled "monitoring visits", and a minimum of two progress reports.

TECHNOLOGY AND DATA EXCHANGE

1. Describe your information systems architecture and hardware configuration. What are your primary operating systems?
2. Describe your system security protocols and the measures you take to ensure data integrity.
3. Please list all data sources (i.e. claims data warehouses) that you are currently mining for your clients.
4. Describe your experience and capability in the transmittal of data files electronically, both with clients and with external vendors.

CONFIDENTIALITY AND HIPAA COMPLIANCE

1. Describe your security policy and procedures and how your organization ensures that you and your clients are in compliance with the latest HIPAA and confidentiality regulations and guidelines?
2. How your organization is defined with respect to HIPAA's privacy rules (i.e., data clearinghouse, business associate or covered entity)?
3. How is your organization prepared to handle your contractual obligations with covered entities?
4. Describe your processes and workflow with respect to the handling and disclosure of "Protected Health Information" (PHI) and "electronic Protected Health Information" (e PHI).
5. Please provide names and background of your organization's privacy officer and HIPAA compliance team.

6. How are you prepared to handle non-compliant transactions from another covered entity?
7. Within the past 5 years, have you experienced any breach which resulted in the confidentiality of PHI or ePHI being compromised? If so, explain.

IMPLEMENTATION AND INTEGRATION

1. Describe the implementation process and timeline, including how quickly you can implement a client.
2. Based on your experience, what are the key factors to a successful implementation?
3. Explain how your program coordinates and integrates with your clients' internal and external resources to achieve optimal program impact. Give specific examples and explain unique aspects of your programs.
4. Please describe your account management philosophy.
5. How will the assigned account team be organized?
6. Please provide a brief description roles and responsibilities for each position on the account team(s).
7. Describe your project management methodology for implementation. Enclose a sample implementation schedule.
8. What resources and responsibilities would be required of the client and/or its vendors during the implementation process?
9. Describe your quality assurance procedures.
10. What training is provided for users?
11. How much and what type of training is provided to client administrators in preparation for using your system? Describe the documentation you provide.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective upon full execution, by and between
 _____ ("Business Associate") and **City of Fort Lauderdale ("City")**.

City and Business Associate mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) and any applicable state privacy laws.

A. Privacy of Protected Health Information and Nonpublic Personal Financial Information.

1. Permitted Uses and Disclosures. Business Associate (and any subcontractor or agent) is permitted or required to use or disclose Protected Health Information ("PHI") it creates for or receives from City only as follows:

- a) Functions and Activities on City's Behalf. Business Associate is permitted to use and disclose the minimum necessary PHI created for or received from City solely as necessary to perform its obligations to City as set forth in the Agreement.
- b) Business Associate's Operations. Business Associate may use the minimum necessary PHI created for or received from City solely as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement. Business Associate may disclose such minimum necessary PHI only as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement only if:

The disclosure is required by law; or

Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose such Protected Health Information that the person or organization will:

- a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
- b. Notify Business Associate (who will in turn promptly notify City) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

2. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose PHI it creates for or receives from City or from another Business Associate of City, except as permitted or required by this Addendum or as required by law or as otherwise permitted in writing by City.

3. **Information Safeguards.** Business Associate will use administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. § 164.530(c) and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services to preserve the integrity, confidentiality and availability of and to prevent unauthorized or prohibited use or disclosure of PHI created for or received from City.

4. **Sub-Contractors and Agents.** Business Associate will require its subcontractors and agents, to which Business Associate is permitted by this Addendum or in writing by City to disclose any of the PHI Business Associate creates for or receives from City, to provide reasonable assurance, evidenced by a written contract, that subcontractor or agent will comply with the same privacy, security, and other obligations as Business Associate with respect to such PHI.

B. Compliance with Standard Transactions. If Business Associate conducts Standard Transactions (45 C.F.R. Part 162) with or on behalf of City, Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will be requesting an extension for compliance with the Data Standardization Regulations of 45 C.F.R. Part 162. Business Associate agrees to demonstrate compliance with the Transactions by allowing City to test the Transactions and content requirements upon a mutually agreeable date.

Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of City that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data elements or segments to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

C. Protected Health Information Access, Amendment and Disclosure Accounting.

1. **Access.** Business Associate (and any subcontractor or agent) will promptly upon City's request make available PHI to City or, at City's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies of any PHI about the individual which Business Associate created for or received from City and that is in Business Associate's custody or control, so that City may meet its access obligations under 45 C.F.R. § 164.524.

2. **Amendment.** Business Associate (and any subcontractor or agent) will, upon receipt of notice from City, promptly amend or permit City access to amend any portion of the PHI which Business Associate created for or received from City, so that City may meet its amendment obligations under 45 C.F.R. § 164.526.

3. **Disclosure Accounting.** So that City may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

a) **Disclosure Tracking.** Starting April 14, 2003, Business Associate (and any subcontractor or agent) will record for each disclosure of PHI that Business Associate creates for or receives from City that is not excepted from disclosure accounting under Addendum Section D(3)(b) below, that Business Associate makes to City or a third party: (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information").

b) **Exceptions from Disclosure Tracking.** Business Associate (and any subcontractor or agent) need not record disclosure information or otherwise account for disclosures of PHI that this Addendum or City in writing permits or requires (i) for the purpose of treatment activities, payment activities, or health care operations, (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, or (vi) to law enforcement officials or correctional institutions regarding inmates.

c) **Disclosure Tracking Time Periods.** Business Associate (and any subcontractor or agent) must have available for City the disclosure information required by Addendum Section D (3) (a) for the six (6) years preceding City's request for the disclosure information (except Business Associate need not have disclosure information for disclosures occurring before April 14, 2003).

4. **Inspection of Books and Records.** Business Associate (and any subcontractor or agent) will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates or receives for or from City, available to the U.S.

Department of Health and Human Services to determine City's compliance with 45 C.F.R. Part 164.

D. Breach of Privacy Obligations.

1. **Reporting.** Business Associate will promptly report to City in writing any use or disclosure of PHI not permitted by this Addendum or by City. Business Associate will promptly provide City with information regarding the nature and extent of the improper use or disclosure and any additional information the City may reasonably request.

2. **Termination of Agreement.**

a) **Material Breach.** Business Associate agrees that City has the right to terminate the Agreement if City determines that Business Associate or Agent or Subcontractor of Business Associate has violated a material term of this Addendum and such violation continues for ten (10) days after written notice of such violation has been given to Business Associate by City. [45 CFR § 164.504(e)]

b) **Obligations upon Termination.**

(i) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will, if feasible, return to City or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate (or its subcontractors or agents) created for or received from City, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 60 days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. Business Associate will identify any PHI that Business Associate (or its subcontractors or agents) created for or received from City that cannot feasibly be returned to City or destroyed, and will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. Within such 60 days, Business Associate will certify on oath in writing to City that such return or destruction has been completed, will deliver to City the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

(ii) **Continuing Privacy Obligation.** Business Associate's obligation (and the obligation of Business Associate's subcontractors or agents) to protect the privacy of the PHI it created for or received from City will be

continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

(iii) Other Obligations and Rights. Business Associate's other obligations and rights and City's obligations and rights upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the termination provisions of the Agreement.

E. General Provisions.

1. Definitions.

Individually Identifiable Health Information ("IIHI") is information that is a subset of health information, including demographic information collected from an individual, and:

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present or future payment for the provision of health care to an individual; and
 - (a) That identifies the individual; or
 - (b) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Health Information ("PHI") means individually identifiable health information:

- (1) that is:
 - (a) Transmitted by electronic media;
 - (b) Maintained in any medium described in the definition of *electronic media* at § 162.103; or
 - (c) Transmitted or maintained in any other form or medium.

Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information **within** an entity that maintains or has possession of such information.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information **outside** the entity holding the information.

2. **Amendment to Agreement.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to ensure compliance with changes in the laws or regulations. The parties specifically agree to take such action necessary to implement the standards and requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

and the implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164). Upon City's reasonable request, Business Associate agrees to promptly amend the terms of this Addendum to conform to any applicable change in law or regulation. Business Associate agrees to promptly amend its agreements with its subcontractors and agents to conform to the terms of the Addendum. City may terminate the Agreement upon forty-five (45) days written notice in the event (i) Business Associate does not promptly amend the Addendum to the Agreement when requested by City pursuant to this Section, or (ii) Business Associate does not amend the Addendum sufficient to satisfy the standards and requirements the HIPAA regulations.

3. **Conflicts.** The terms and conditions of this Addendum will override and control any conflicting terms or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

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ADDENDUM No.: 1

385-9906 [Wellness Management Program](#)**PART I – INTRODUCTION / INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide A WELLNESS PROGRAM, for the City's RISK MANAGEMENT, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

04. INTERPRETATION OF BIDDING DOCUMENTS

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

05. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP.

Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

06. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

07. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

08. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

09. CONTRACTING PERIOD

The initial contract period shall commence on, or about January 1, 2008 or upon date of award by the City, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for one, additional one-year term, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

10. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

11. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP as Exhibit "A".

02. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

03. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

04. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

05. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

06. CONFLICT OF CONDITIONS / INSTRUCTIONS

If conflicts exist between the terms and conditions contained herein and the terms and conditions of a proposers contract language, the City's terms and conditions shall prevail unless specifically negotiated and approved by the City.

07. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

08. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

09. PRICES

Firm Price: The City of Fort Lauderdale will not accept any proposals that do not guarantee a firm price, in accordance with this RFP document.

10. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

11. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

11.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11.2 While this contract is for services provided to the City's Fire Rescue Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

12.1 The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

12.2 The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

13. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and

subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

14. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation – Statutory.
Employer's Liability in the amount of \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions if individual performing the work are Corporate Officer, sole proprietor, or partner. Copies of waivers are provided for by Florida statutes. Proper waiver documentation is required.

Commercial General Liability Insurance

Covering premises-operations, products completed operations, independent contractors, and contractual liability.

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as 'Explosion, Collapses and Underground" exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence

Property Damage - \$100,000 each occurrence

Combined Single Limit - \$1,000,000 (Bodily Injury and Property Damage Combined)

WAIVER OF SUBROGATION - All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

The City shall be named as an additional insured on all policies except Workers' Compensation. All certificates of insurance must be submitted to the Procurement Department and be approved by the City's Risk Manager prior to

commencement of any work.

15. TORT IMMUNITY

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

16. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

Questions and Answers

Question

There does not appear to be a price document that indicates the size of the population to be served. 1) Is pricing required at the time of this bid; 2) How many eligibles (employees and spouses) are included in this procurement; 3) What format should the pricing be included? (Submitted: Nov 30, 2007 4:57:37 PM EST)

Question

What is the effective date of the contract? What is the length of the contract? (Submitted: Dec 3, 2007 11:31:00 AM EST)

Answer

I Please see Addendum No.1, issued December 3, 2007. (Answered: Dec 3, 2007 1:47:28 PM EST)