

**REQUEST FOR PROPOSAL
ADDENDUM
CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

Request for Proposal No.: BI-0024-10

Addendum No.: 2

October 22, 2009

Prospective Proposers are hereby notified of the following modifications to Request for Proposal No. BI-0024-10. All terms, conditions and specifications of the original Request for Proposal not in conflict with this addendum remain unchanged and continue in full force and effect.

I.

The following questions were posed by prospective Proposers and are answered, herein, by the City of Corpus Christi, Texas:

1. QUESTION:

Is the City only interested in onsite health and wellness or considering more robust solutions that take into account offsite fitness centers and solutions?

ANSWER:

The City is interested in exploring all programs, internal and/or external, that will encourage lifestyle and behavior modifications that support the overall health and wellness initiative.

2. QUESTION:

Has the City considered using incentives to drive participation, engagement and results of health enhancement efforts?

ANSWER:

Yes, the City is interested in incentive programs that encourage healthy lifestyle choices for employees and dependents.

3. QUESTION:

The RFP states that “F. Consultant may not derive/will be prohibited from deriving, either directly or indirectly, any monetary benefit from a contract that may result from the Request for Proposal that Consultant will aid in designing and evaluating.” Would the City consider a provider of a comprehensive solution directly if the provider was able to demonstrate and track ROI as the provider would be deriving a direct monetary benefit as a provider of services?

ANSWER:

At this juncture, obtaining the services of a consultant as described in the RFP is in the City’s best interest. The Consultant will assist the City in creating a

business case for or against the establishment of an on-site workplace primary care clinic and pharmacy for its covered employees and their dependents.

4. QUESTION:

If a provider had a solution that was more comprehensive and had a higher ROI than an onsite consultant, would the City consider contracting with the provider directly?

ANSWER:

The City is currently exploring the potential of a health and wellness program designed specifically to address the needs of City employees and their dependents. The consultant will be responsible for conducting the needs assessment as part of development of a business case.

5. QUESTION:

Is the City considering providing services to spouses of employees even though they typically are not onsite?

ANSWER:

Yes. The City will consider a program that provides services to dependents of covered employees. See Section 3.2, A of the RFP.

6. QUESTION:

Is Corpus Christi committed to altering the benefits design to complement its proposed on-site clinic programming?

ANSWER:

Yes. The City may consider benefit design changes that provide incentives for participation in wellness initiative efforts.

7. QUESTION:

Will claims be made available for the previous two years in an electronic format suitable for import into a database management program?

ANSWER:

Yes. Claims experience will be provided to the selected consultant as part of the evaluation process for determining the potential for a health and wellness program.

8. QUESTION:

Are there any existing contracts or relationships that must be preserved in the design of the newly proposed health care program?

ANSWER:

The City has an ASO arrangement with Humana Insurance Company and uses their preferred provider option (PPO) network for discounted health care

services for covered employees and dependents. Any proposed health care program must provide for referrals to the Humana PPO network.

9. QUESTION:

Will the respondents to the RFP have access to the present benefits program, or will there be some sort of general bid conference at which the programming is explained?

ANSWER:

The following four plans are those that are available to City employees in the following order: 1) civilian employees, 2) alternate plan for civilian employees, 3) sworn public safety officers and 4) sworn fire personnel.

Citicare Plan Summary of Benefits

Effective 08/01/09-07/31/10

| BENEFITS | IN NETWORK (Participating Providers) | OUT OF NETWORK |
|--|--|---|
| PHYSICIAN SERVICES Primary Care Physician (PCP) ¹ In & Out Patient | \$15.00 Co-Pay Includes: Family, General, Pediatrician, Internal, Nurse Practitioner, Physician Assistant, Registered Nurse, OB-GYN | \$750 Individual Deductible Then 70/30% Co-insurance |
| PHYSICIAN SERVICES Specialist, Urgent Care, Emergency Room In & Out-Patient | \$30.00 Co-Pay | \$750 Individual Deductible Then 70/30% Co-insurance |
| Diagnostic Out-patient Lab, X-ray, Allergy Testing Dr's Office, Lab, Hospitals | \$20.00 Co-Pay | \$750 Individual Deductible Then 70/30% Co-insurance |
| Diagnostic Out-patient (MRI, CAT, PET, SPECT Scans) Dr's Office, Lab, Hospitals | \$50.00 Co-Pay | \$750 Individual Deductible Then 70/30% Co-insurance |
| HOSPITAL SERVICES Out-Patient Services | \$150 Individual Deductible \$600 Family Deductible Then 80/20% Co-insurance | \$750 Individual Deductible Then 50/50% Co-insurance |
| HOSPITALIZATION In-Patient Hospital Services | \$200 Individual Deductible \$800 Family Deductible Then 80/20% Co-insurance | \$500 Individual Deductible Then 50/50% Co-insurance |
| EMERGENCY ROOM | \$100.00 Co-Pay Then 80/20% Co-insurance | \$750 Individual Deductible Then 50/50% Co-insurance |
| PRESCRIPTIONS ² | Rx3: Tier 1 - \$10.00 (Generic) Tier 2 - \$30.00 (Brand Formulary) Tier 3 - \$50.00 (Non-Formulary) | Rx3: All tiers reimbursed at in-network cost Tier 1 Tier 2 Tier 3 |
| OUT-OF-POCKET COST Excluding Co-Pays & Deductibles | \$2,000 Individual \$8,000 Family | \$8,000 Individual \$24,000 Family |

Lifetime Maximum benefit per individual paid by plan \$2,000,000.00

Humana Customer Service 1-800-448-6262

www.humana.com

Humana/Choice Care Network PPO

This is a summary only, plan document will govern.

¹ A primary care physician, or PCP, is a physician who provides both the first contact for a person with undiagnosed health concerns as well as continuing care of varied medical conditions, not limited by cause, organ system, or diagnosis.

² Prescription Co-Pays apply to Participating Pharmacies per prescription up to a 30 day supply.

**City of Corpus Christi
Alternate Choice Plan Summary of Benefits
Effective 8/01/09 to 7/31/10**

| BENEFITS | IN NETWORK (Participating Providers) | OUT OF NETWORK |
|--|---|---|
| PHYSICIAN SERVICES ¹ Primary Care Physician (PCP) In & Out Patient | \$25.00 Co-Pay Includes: Family, General, Pediatrician, Internal, Nurse Practitioner, Physician Assistant, Registered Nurse, OB-GYN | 60/40% Co-insurance (after deductible is met) |
| PHYSICIAN SERVICES Specialist, Urgent Care, Emergency Room In & Out-Patient | \$40.00 Co-Pay | 60/40% Co-insurance (after deductible is met) |
| Chiropractic Care | \$40.00 Co-Pay Limited to 30 visits per plan year | 60/40% Co-insurance Limited to 30 visits per plan year (after deductible is met) |
| Diagnostic Out-patient Lab, X-ray, Allergy Testing Dr's Office, Lab, Hospitals | \$30.00 Co-Pay | 60/40% Co-insurance (after deductible is met) |
| Diagnostic Out-patient (MRI, CAT, PET, SPECT Scans) Dr's Office, Lab, Hospitals | 80/20% Co-insurance (after deductible is met) | 60/40% Co-insurance (after deductible is met) |
| HOSPITAL SERVICES Out-Patient Services | 80/20% Co-insurance (after deductible is met) | 50/50% Co-insurance (after deductible is met) |
| HOSPITALIZATION In-Patient Hospital Services | 80/20% Co-insurance (after deductible is met) | 50/50% Co-insurance (after deductible is met) |
| EMERGENCY ROOM | \$150.00 Co-Pay Then 80/20% Co-insurance (after deductible is met) | \$150.00 Co-Pay Then 50/50% Co-insurance (after deductible is met) |
| PRESCRIPTIONS ² | Rx3: \$10.00 (Generic) \$30.00 (Brand Formulary) \$50.00 (Non-Formulary) | Rx3: All tiers reimbursed at in-network cost Tier 1 Tier 2 Tier 3 |
| Plan Year Deductible <u>OUT-OF-POCKET COST</u> Excluding Co-Pays, Deductibles, and In or Out patient service fee | \$750 Individual \$2,250 Family <u>OUT-OF-POCKET COST</u> \$3,000 Individual \$9,000 Family | \$1,500 Individual \$4,500 Family <u>OUT-OF-POCKET COST</u> \$9,000 Individual \$27,000 Family |

Lifetime Maximum benefit per individual paid by plan \$1,000,000.00

Humana Customer Service 1-800-448-6262

www.humana.com

Humana/Choice Care Network PPO

This is a summary only, plan document will govern.

¹ A primary care physician, or PCP, is a physician who provides both the first contact for a person with undiagnosed health concerns as well as continuing care of varied medical conditions, not limited by cause, organ system, or diagnosis.

² Prescription Co-Pays apply to Participating Pharmacies per prescription up to a 30 day supply.

Citicare Public Safety Summary of Benefits

Effective 08/01/09-07/31/10

THIS IS NOT A GUARANTEE OF BENEFITS.

| BENEFITS | IN NETWORK (Participating Providers) | SPECIAL SERVICES | OUT-OF-NETWORK |
|---|--|--|--|
| PHYSICIAN SERVICES In-Patient Out-Patient Emergency Room | \$15.00 Co-Pay | 80/20% Reimbursement | 70/30% Reimbursement |
| Lab Work Physician's Office Lab Facilities Hospitals | \$10.00 Co-Pay | 80/20% Reimbursement | 70/30% Reimbursement |
| X-Rays Physician's Office: X-Ray Facilities: | \$10.00 Co-Pay \$15.00 Co-Pay | 80/20% Reimbursement | 70/30% Reimbursement |
| Hospital Emergency Room Services ¹ | \$50 Co-Pay Then 80/20% Reimbursement | 80/20% Reimbursement | 70/30% Reimbursement |
| Hospitalization (In-Patient) | \$200 Per Individual \$800 Max Family (Ded) Then 85/15% Reimbursement | \$100 Per Individual \$800 Max Family Then 80/20% Reimbursement | \$200 Per Individual \$500 Max Family Then 70/30% Reimbursement |
| Hospitalization (Out-Patient) | \$100 Per Individual \$250 Max Family (Ded) Then 85/15% Reimbursement | \$100 Per Individual \$250 Max Family Then 80/20% Reimbursement | \$200 Per Individual \$500 Max Family Then 70/30% Reimbursement |
| Prescriptions ² | Co-Pays: \$5 Generic \$20 Brand | No Deductible 80/20% Reimbursement | No Deductible 70/30% Reimbursement |
| Out-Of-Pocket Cost (Excluding Co-Pays & Deductibles) | \$500 Per Individual \$1,250 Max Family | \$700 Per Individual \$1,850 Max Family | \$700 Per Individual \$1,750 Max Family |
| Lifetime Maximum benefit per individual paid by plan \$2,000,000.00 | | | |

Humana Customer Service 1-800-448-6262

www.humana.com

Humana/Choice Care Network PPO

This is a summary only, plan document will govern.
Rev. 08/08

¹ Emergency Room Services: Co-Pay will increase to \$50.00 provided that 2 minor emergency clinics are included, one on the Southside of Corpus Christi and the other in the Calallen area. Should the number of minor emergency clinics fall below 2 for more than 90 consecutive days, the Co-Pay will be \$15.00

² Employees and Dependents covered by the Public Safety Citicare will be excluded from the drug formulary.

Citicare Fire Summary of Benefits

Effective 08/01/09-07/31/10

THIS IS NOT A GUARANTEE OF BENEFITS.

| BENEFITS | IN NETWORK (Participating Providers) | SPECIAL SERVICES ¹ | OUT OF NETWORK |
|--|--|--|--|
| PHYSICIAN SERVICES In-Patient Out-Patient Emergency Room | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| LAB WORK Physician's Office Lab Facilities Hospitals | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| X-RAYS Physician's Office: X-Ray Facilities: Hospitals: | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| HOSPITAL SERVICES Out-Patient Services | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| HOSPITALIZATION In-Patient Hospital Services | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| EMERGENCY ROOM | \$100 Individual Deductible \$300 Family Deductible Then 85/15% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| PRESCRIPTIONS² | Generic -0- Brand \$10.00 | \$100 Individual Deductible \$300 Family Deductible Then 80/20% Reimbursement | \$100 Individual Deductible \$300 Family Deductible Then 70/30% Reimbursement |
| OUT-OF-POCKET COST Excluding Co-Pays & Deductibles | \$525 Individual \$1,575 Family | \$525 Individual \$1,575 Family | \$525 Individual \$1,575 Family |
| Lifetime Maximum benefit per individual paid by plan \$2,000,000.00 | | | |

Humana Customer Service 1-800-448-6262

www.humana.com

Humana/Choice Care Network PPO

This is a summary only, plan document will govern.

Rev. 08/08

¹ Special Services applies to services provided outside the service area due to residency only. Use of Out of Network providers due to an Emergency or Unavailability of medical services in PPO Network will be treated under the In-Network Benefits.

² Prescription Co-Pays apply to Participating Pharmacies per prescription up to a 30 day supply.

10. QUESTION:

Are you considering making the clinic available for use by spouses and dependents?

ANSWER:

Yes. See Section 3.2, A of the RFP.

II.

The City hereby revises the due date for this proposal as listed in Section 1.3, as amended in Addendum 1, to 5:00 p.m. CT on November 4, 2009.

"ALL OTHER ITEMS AND CONDITIONS REMAIN UNCHANGED"

Paul Pierce
Procurement Manager

ACKNOWLEDGED BY:

FIRM NAME

AUTHORIZED SIGNATURE

DATE

ONE ORIGINAL SIGNED AND DATED ADDENDUM 2 AND SIX COPIES OF THIS ORIGINAL SIGNED AND DATED ADDENDUM 2 MUST BE RETURNED TO THE PURCHASING DIVISION WITH YOUR PROPOSAL.

**REQUEST FOR PROPOSAL
ADDENDUM
CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

Request for Proposal No.: BI-0024-10

Addendum No.: 1

October 12, 2009

Prospective Proposers are hereby notified of the following modifications to Request for Proposal No. BI-0024-10. All terms, conditions and specifications of the original Request for Proposal not in conflict with this addendum remain unchanged and continue in full force and effect.

I.

In order to provide the City with additional time necessary to formulate and distribute responses to pending clarification questions from prospective proposers, **the City hereby revises the due date** for this proposal, as listed in Section 1.3 of the RFP, from 5:00 p.m. CT on October 16, 2009 **to until further notice.**

"ALL OTHER ITEMS AND CONDITIONS REMAIN UNCHANGED"

Paul Pierce
Procurement Manager

ACKNOWLEDGED BY:

FIRM NAME

AUTHORIZED SIGNATURE

DATE

**ONE ORIGINAL SIGNED AND DATED ADDENDUM 1
AND SIX COPIES OF THIS ORIGINAL SIGNED AND
DATED ADDENDUM 1 MUST BE RETURNED TO THE
PURCHASING DIVISION WITH YOUR PROPOSAL.**

CITY OF CORPUS CHRISTI, TEXAS

BI-0024-10

Request for Proposal

**ON-SITE HEALTH & WELLNESS
CENTER CONSULTANT**

Table of Contents

Section 1.0 Notice of Request for Proposal

- 1.1 Request For Proposal
- 1.2 Submission of Proposal
- 1.3 Tentative Schedule
- 1.4 Acknowledgment Form

Section 2.0 Conditions Governing the Procurement

- 2.1 Acceptance of General Requirements
- 2.2 RFP Notice Requirement
- 2.3 RFP Procedural and Content Questions
- 2.4 Basis for Proposal
- 2.5 Opening of Proposals
- 2.6 Proposer Terms and Conditions
- 2.7 Disclosure of Proposal Contents
- 2.8 Late Proposals
- 2.9 Signing of Proposals
- 2.10 Cost of Proposal
- 2.11 Minority Business Enterprise Information Form
- 2.12 Disclosure of Interest
- 2.13 Ownership of Proposals
- 2.14 Disqualification or Rejection of Proposals
- 2.15 Rejection of Proposals
- 2.16 Right to Waive Irregularities
- 2.17 Withdrawal of Proposals
- 2.18 Amending of Proposals
- 2.19 Proposal Offer Firm
- 2.20 Proposer Qualifications
- 2.21 Exceptions to RFP Specifications
- 2.22 Consideration of Proposals
- 2.23 Termination of RFP
- 2.24 Contract
- 2.25 Precedence of Contract Documents
- 2.26 Governing Law
- 2.27 No Obligation
- 2.28 Contract Deviations

- 2.29 Sufficient Appropriation
- 2.30 Recommendation to City Council
- 2.31 Award of Contract
- 2.32 Execution of Contract
- 2.33 Disputes
- 2.34 Change in Consultant Representative
- 2.35 Term
- 2.36 Change Requests
- 2.37 Termination of Contract
- 2.38 Insurance Provisions
- 2.39 Right to Publish
- 2.40 Proposer's Ethical Behavior
- 2.41 Quantities

Section 3.0 Scope of Work

- 3.1 General Information
- 3.2 Required Services
- 3.3 Technical Solution
- 3.4 Proposer's Profile and Qualifications
- 3.5 Fee

Section 4.0 Proposal Format and Organization

- 4.1 General Instructions
- 4.2 Proposal Format
- 4.3 Transmittal Letter
- 4.4 Table of Contents

Section 5.0 Proposal Evaluation

- 5.1 Evaluation Committee
- 5.2 Evaluation Criteria

Attachments

EXCEPTIONS FORM

SERVICE AGREEMENT (Contract)

MINORITY BUSINESS ENTERPRISE INFORMATION FORM

DISCLOSURE OF INTEREST

CITY OF CORPUS CHRISTI, TEXAS
BI-0024-10

**ON-SITE HEALTH & WELLNESS
CENTER CONSULTANT**

Section 1
Notice of Request for Proposal

1.1 Request for Proposal

- A. The City of Corpus Christi “City” hereby issues this request for proposal “RFP”. The City is seeking proposals from qualified Proposers for ON-SITE HEALTH & WELLNESS CENTER CONSULTANT. The City shall enter into a contract(s) resulting herefrom for a period of one year with an option to extend for up to two additional one-year periods.
- B. The City hereby designates Paul Pierce as the Procurement Officer with overall responsibility for procurement and administration of this service. Mr. Pierce’s information is as follows:

Paul Pierce
Procurement Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: (361) 826-3164
Fax: (361) 826-3174
paulp@cctexas.com

- D. All inquiries or requests regarding this RFP must be submitted, in writing, to the Procurement Officer as indicated above, or his duly authorized designee, as specified in writing. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFP may result in the City disqualifying that Proposer. Only written responses from the Procurement Officer or his duly authorized designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer’s or his duly authorized designee's written responses will be forwarded simultaneously to all prospective Proposers.

1.2 Submission of Proposal

- A. The Proposer must submit one original and six (6) copies of its proposal to the City of Corpus Christi as specified below. All proposals must be complete and accurate and in City approved format as referenced in Section 4.2.
- B. The City will review and evaluate the written proposals in response to this RFP. The City may conduct additional interviews with selected Proposers for the purpose of further exploring and clarifying the Proposer's response. The City will rank the Proposers based on the suggested evaluation criteria set forth in the Evaluation Model of this RFP. The City will then negotiate applicable terms and conditions into the final form of the Contract with the first-ranked Proposer. If contract negotiations are not successful with the selected Proposer, the City will begin negotiations with the next highest ranked Proposer on the list. The City intends to award one contract to one Proposer. The City reserves the right to not award a contract at all. Award will be made based on the best overall value to the City.
- C. Proposals will be evaluated to ascertain which Proposer best meets the needs of the City. The City intends to utilize an Evaluation Model specifically designed for this analysis. The Evaluation and Selection process will be based on: 1) Technical Solution, 2) Proposer's Profile and Qualifications, 3) Fee and 4) Exceptions. The final weight assigned to each of these parameters will be determined by the Evaluation Committee.
- D. Proposals should be returned in a sealed envelope/container marked with the Proposer's name, address and the RFP number corresponding to this RFP. Proposals will be received through the date and time specified in Section 1.3 of this RFP. Without exception, proposals received after this deadline are late, shall be deemed non-responsive and will not be considered.
- E. Proposers may mail proposals to the following address:

City of Corpus Christi (1 original & 6 copies)
Purchasing Division
P.O. Box 9277
Corpus Christi, Texas 78469-9277

OR, Proposers may deliver the Proposal in person to the following address:

City of Corpus Christi (1 original & 6 copies)
Purchasing Division
4th Floor, City Hall
1201 Leopard St.
Corpus Christi, Texas 78401-2825

- F. Delivery to or receipt in any other area of the City will not satisfy the requirement for delivery to the Purchasing Division.

G. Proposers shall comply with the additional detailed instructions regarding submission of Proposals found in Section 4 of this RFP.

1.3 Tentative Schedule

The following is a tentative schedule of evaluation and selection activities:

| Date | Activity |
|--------------------|---|
| September 18, 2009 | Request for Proposal Issued |
| September 30, 2009 | 5:00 p.m. Central Time (CT) deadline for submission of: 1) written questions 2) Acknowledgment of Receipt and Notice of Intent to Submit Proposal |
| October 16, 2009 | Proposals due by 5:00 p.m. CT |

It is important that the City is able to verify prospective Proposers' receipt of this RFP. The following ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT PROPOSAL ("NOTICE") must be completed and returned as soon as possible, but no later than the date and time specified in Section 1.3 above. Failure to return said Notice by this deadline may prevent a prospective Proposer from receiving amendments, responses to questions, etc.

1.4 Acknowledgment Form

**ACKNOWLEDGMENT OF RECEIPT
AND NOTICE OF INTENT TO SUBMIT PROPOSAL**

| |
|---|
| <p style="text-align: center;">REQUEST FOR PROPOSAL</p> |
| <p style="text-align: center;">BI-0024-10</p> |
| <p style="text-align: center;">ON-SITE HEALTH & WELLNESS CENTER CONSULTANT</p> |

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that a complete copy of this RFP has been received and offers notice of their intent to submit a proposal(s) to provide ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT described in this RFP.

This ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT PROPOSALS in response to this RFP should be signed by an authorized representative and returned to the Procurement Officer no later than date and time specified in Section 1.3 of this RFP. This will assure that any addenda, additional information and written answers to written questions will be forwarded to you. **Proposers who choose to mail this form should send it by registered or certified U.S. mail to the address set forth in Section 1.1 on page 1 of this RFP, or fax to (361) 826-3174 Attention: Paul Pierce, Procurement Manager or by email to paulp@cctexas.com.** Facsimile service is provided as a courtesy to Proposers, however, the City assumes no responsibility for documents transmitted via facsimile and not received by the Procurement Officer in a timely manner.

The person named herein shall also serve as the contact person who must be available, with little or no notice, to answer questions posed by the Evaluation Committee during the evaluation process and represent the Offeror in negotiations with the City.

COMPANY NAME: _____

REPRESENTED BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

SIGNATURE: _____

DATE: _____

E-MAIL: _____

FACSIMILE #: _____

TELEPHONE #: _____

Section 2

Conditions Governing the Procurement

2.1 Acceptance of General Requirements

The Proposer must specifically accept all project requirements contained in Section 2, Conditions Governing the Procurement, and Section 3, Scope of Work, in the transmittal letter as set forth in Section 4.3 of this RFP.

2.2 RFP Notice Requirement

Notice of the Request for Proposal shall be published in the Corpus Christi Caller Times once a week for two consecutive weeks. The date of the first publication will be at least fourteen (14) days prior to the proposal due date.

2.3 RFP Procedural & Content Questions

- A. Any Proposer requiring further clarification of the Request for Proposal procedures contained herein should submit specific questions in writing to the Procurement Officer at the address set out in Section 1.1 of this RFP.
- B. During a review of this RFP and preparation of the proposal, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, written questions should be submitted to the Procurement Officer at the address set out in Section 1.1 of this RFP no later than the date and time prescribed for same as provided in Section 1.3 of this RFP. This should allow sufficient time for the City to answer the written questions and distribute the written responses so that all prospective Proposers will have the benefit of the revised information.

2.4 Basis for Proposal

Only the information contained in this RFP, amendments hereto and information supplied by the City in writing through the Procurement Officer identified herein should be used in the preparation of the Proposer's proposal(s).

2.5 Opening of Proposals

Proposals must be sent to the City in a sealed envelope/container marked with the Proposer's name, address and bid number BI-0024-10. The proposals shall be received until date and time specified for same in Section 1.3 of this RFP. Proposals must be mailed or delivered in accordance with the instructions and to the addresses set out in Section 1.2 of this RFP.

By means of time stamp, the Purchasing Division will record receipt of the proposal

and forward it to the Procurement Officer. The official time for closing of this RFP is that which is specified for same as provided in Section 1.3 of this RFP per the Purchasing Division's date/time stamp. A formal opening of the Proposals shall not take place.

2.6 Proposal Terms and Conditions

The Proposer must submit, with each copy of the Proposal, a complete set of any additional terms and conditions proposed for inclusion in the sample Service Agreement (also referred to herein as "Contract") enclosed herein.

2.7 Disclosure of Proposal Contents

Proposals will be opened in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material shall be considered public information.**

2.8 Late Proposals

Without exception, proposals must be submitted in sufficient time to be received and date/time stamped in the Purchasing Division on or before the deadline specified in Section 1.3. Any proposal received after the time and date specified in Section 1.3 is late and shall not be considered.

2.9 Signing of Proposals

By submitting and signing a proposal, the Proposer indicates its intention to adhere to the provisions described in this RFP.

Proposals signed for a partnership shall be signed in the Proposer's name by at least one partner or in the Proposer's name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal, a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal, and executed in accordance with the legal requirements of the Proposer.

Proposals signed for a corporation shall have the correct corporate name thereon and shall bear the president's or vice president's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the Board of Directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

2.10 Cost of Proposal

This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

2.11 Minority Business Enterprise Information Form

The City of Corpus Christi requires all persons or Proposers seeking to do business with the City to provide the Minority Business Enterprise Information Form on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A.

2.12 Disclosure of Interest

The City of Corpus Christi Code of Ordinances, Section 2-349, as amended, requires all persons or Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the disclosure of interest, as warranted, for the duration of time the proposals are under consideration.

2.13 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the City of Corpus Christi.

2.14 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists among the Proposers;
- The Proposer is involved in any litigation against the City;
- The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under previous or present contracts with the City;
- The Proposer has failed to use the City's approved forms;
- The Proposer has failed to adhere to one or more of the provisions established in this RFP;
- The Proposer has failed to submit its Proposal in the format specified herein;
- The Proposer has failed to submit its Proposal on or before the deadline established herein;
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the Proposal process; or,
- The Proposer has failed to provide a detailed cost summary in the proposal.

2.15 Rejection of Proposals

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures or irregularities of any kind. Proposals tendered or delivered after the official time designated for receipt of proposals shall be deemed non-responsive and shall not be considered.

2.16 Right to Waive Irregularities

Proposals shall be considered “irregular” if they show any admissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind.

The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right shall be exercised at the sole discretion of the Procurement Officer.

2.17 Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the City’s Purchasing Division prior to the exact hour and date specified for receipt of proposals. A Proposal may be withdrawn (in person) by a Proposer or his/her duly authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals.

2.18 Amending of Proposals

A Proposer may submit an amended proposal, however, such amended proposal must be received prior to the exact hour and date set for the receipt of proposals; must be a complete replacement of a previously submitted proposal; and, such amended proposal must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials for a Proposer.

2.19 Proposal Offer Firm

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the due date for receipt of proposals.

2.20 Proposer Qualifications

The Evaluation Committee “Committee”, as defined in Section 5.1 of this RFP, may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The Procurement Officer will reject the proposal of any Proposer who is not a responsible Proposer.

2.21 Exceptions to RFP Specifications

Although the specifications in the following sections represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives.

It is vital that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives.

Therefore, exceptions, conditions or qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception and inserted in the proposal at that point. In addition, the Proposer must provide responses on the "Exceptions" page to address any and all items found in all bid documents that the Proposer cannot meet or provide. If the Proposer does not make clear that an exception is being taken, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications of this RFP.

2.22 Consideration of Proposals

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the City, the City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Proposer, the City shall contact the individual named in the ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT PROPOSAL.

Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks or Proposer interviews with any Proposers that are not eliminated based on their proposal.

2.23 Termination of RFP

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

2.24 Service Agreement

The fully executed service agreement, as amended, the request for proposal, as amended and the proposal constitute the agreement, in its entirety, between the City and the Contractor. Any other terms and conditions shall be null and void.

2.25 Precedence of Contract Documents

In case of a conflict in the contract documents, first precedence shall be given to the fully executed contract, as amended; second precedence will be given to the request for proposal, including addenda and third precedence will be give to the proposal.

2.26 Governing Law

The laws of the State of Texas will govern any Contract resulting herefrom. The contract shall be executed in Nueces County, Texas. The applicable law for legal disputes arising out of the Contract resulting herefrom shall be the law of the State of Texas.

2.27 No Obligation

This RFP in no manner obligates the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract approved by the Corpus Christi City Council.

2.28 Contract Deviations

Any additional terms or conditions, which may be the subject of negotiation, will be discussed only between the City and the qualified Proposers.

2.29 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The City's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Proposer as final.

2.30 Recommendation to City Council

The City Manager will recommend to the City Council that award be made to the Proposer(s) whose proposal is determined by the City to be the most advantageous ("Best Value") to the City.

2.31 Award of Contract

The City reserves the right to withhold final action on proposals for a reasonable time not to exceed one hundred eighty (180) days subsequent to the deadline for receipt of proposals.

The award of a Contract(s), if an award is made, will be to the most responsible and responsive Proposer(s) that give the City "Best Value" and whose proposals meet the requirements and criteria set forth in this RFP.

2.32 Execution of Contract

The City Council shall authorize award of the Contract to the successful Proposer(s) and shall designate the successful Proposer(s) ("**Contractor**") as the City's

Provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents.

No Contract for this project may be signed by the City without the authorization of the City Council and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney or her designee, and executed by the City Manager or his designee.

2.33 Disputes

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Proposer or the interpretation of the provisions of this RFP, the decisions of the City shall be final and binding upon all parties.

2.34 Change in Proposer's Representative

The City reserves the right to negotiate a change in Proposer's representatives if the assigned representatives are not, in the opinion of the City, adequately meeting the needs of the City.

2.35 Term

The service agreement resulting herefrom will be for a term of one year with an option to extend for up to two additional one-year periods, subject to the approval of the City Manager or his designee. By submission of its proposal, the Proposer agrees that the pricing quoted in its proposal is fixed and firm for the duration of the initial three year term of the service agreement resulting herefrom. Adjustments to price and cost may be considered upon expiration of the initial one-year term and prior to extension of the contract for either of the two additional twelve-month extensions.

2.36 Change Requests

Contract changes may only be made by an amendment to the Contract resulting herefrom and executed in writing by the City and the Contractor and approved by the City Council.

2.37 Termination of Contract

The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in this RFP. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 5 work-days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter. Alternatively, City may terminate this Agreement, with or without cause, upon 20 days written notice to Contractor. However, City may terminate this Agreement on 24-hours written notice to Contractor for failure to pay or provide proof of payment of taxes as set out herein.

If the City terminates its Contract under the foregoing paragraph, the City shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the date of receipt of notice of cancellation including any and all costs related to the transferring of any files to another Contractor or any costs related to the electronic transfer of any information including, but not limited to, tape transfers, downloads, uploads, CD, etc.

Upon termination of the Contract, the Contractor shall provide the City reproducible copies of all work completed or partially completed documents prepared under the Contract – all such documents thereafter being the sole property of the City within thirty (30) days of such termination at the Contractor’s expense.

2.38 Insurance Provisions

- A. Proposer must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Proposer must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Proposer must furnish to the City’s Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City’s Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|--|---|
| 30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates | Bodily Injury and Property Damage Per occurrence - aggregate |
| COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors | \$1,000,000 COMBINED SINGLE LIMIT |
| PROFESSIONAL LIABILITY including: Coverage provided shall cover officers, directors, employees and agents 1. Errors and Omissions | \$1,000,000 COMBINED SINGLE LIMIT (Defense costs not included in face value of the policy) |

| | |
|-----------------------|--|
| WORKERS' COMPENSATION | Which Complies with the Texas Workers Compensation Act |
| EMPLOYERS' LIABILITY | 100,000/100,000/100,000 |

- C. In the event of accidents of any kind, Proposer must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Proposer must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Proposer's financial integrity is of interest to the City; therefore, subject to Successful Proposer's right to maintain reasonable deductibles in such amounts as are approved by the City, Proposer shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Proposer's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII).
- D. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Proposer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Proposer shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
 Attn: Risk Management
 P.O. Box 9277
 Corpus Christi, TX 78469-9277
 Fax: (361) 826-4555

- E. Proposer agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as

- respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- F. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Proposer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Proposer's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- G. In addition to any other remedies the City may have upon Proposer's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Proposer to stop work hereunder, and/or withhold any payment(s) which become due to Proposer hereunder until Proposer demonstrates compliance with the requirements hereof.
- H. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Proposer may be held responsible for payments of damages to persons or property resulting from Proposer's or its subcontractors' performance of the work covered under this agreement.
- I. It is agreed that Proposer's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- J. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2.39 Right to Publish

Throughout the duration of the procurement process and resulting Contract term, potential Proposers and Contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement

may result in disqualification of the Proposer's proposal or termination of the Contract.

2.40 Proposer's Ethical Behavior

By submission of its proposal, the Proposer promises that Proposer's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the deadline for submission of proposals and the date a contract resulting herefrom is awarded by the City Council. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City Manager or his designee.

2.41 Quantities

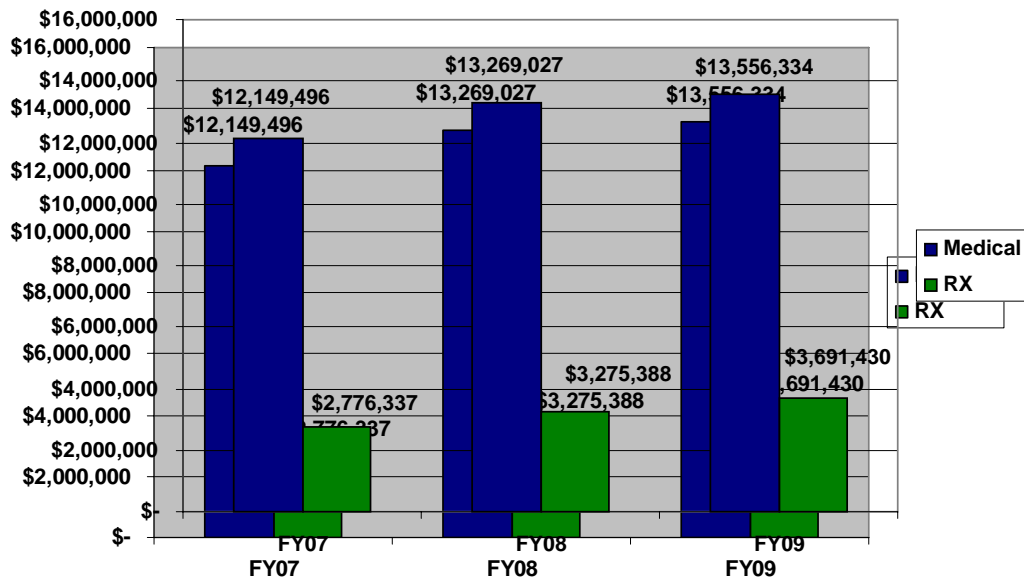
Quantities described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any contract resulting herefrom, nor do the estimates limit the City to ordering less than its actual needs during the term of any contract resulting herefrom, subject to availability of appropriated funds.

Section 3.0 Scope of Work

3.1 General Information

- A. The City of Corpus Christi has four self-insured PPO medical plans: Citicare, Citicare Alternate, Citicare-Fire, and Citicare-Public Safety. The Citicare-Fire and Citicare-Public Safety plans are subject to contract agreements with the respective Associations. Prescriptions are covered in each plan rather than as a separate benefit. The City's medical plans are administered by Humana Insurance Company. Funding for each of these plans is shared between the employee and the City. The City employs approximately 3,300 full time employees. Approximately 3,000 employees participate in the health plans. It is the City's intention to provide on-site health care and disease management services to every eligible employee in our self-funded medical plan.
- B. The chart below illustrates the increase in medical and pharmacy costs to the City's health plans over the past three years. As illustrated, the overall costs for all plans in FY09 (ending 7/31) increased 4% in claims expense paid compared to the third quarter of FY08. Total medical expenses increased by 8% from FY07 to FY08. However, pharmacy expenses have realized double-digit increases each year; an 18% increase from FY07 to FY08, and a 13% increase from FY08 to FY09. Health care expenses are expected to increase in light of expected continuing economic downturn and recent expansion of COBRA.

**Total Medical & Pharmacy Expenses Paid
All Plans as of April 30, 2009**



- C. The City is seeking to explore the potential of an on-site health and wellness clinic to promote lifestyle and behavior modification programs, migrate the at-risk population to lower risk categories through early medical care and intervention, manage costs by reducing unnecessary or inappropriate services, generate savings from lower unit costs for services, provide employees and dependents convenient access to care and encourage increased compliance with risk interventions.
- D. Initial funding for this project will be derived from the health benefits budget. Ultimately, funding will be driven from savings to the health budget through utilization of an on-site clinic.

3.2 Required Services

- A. The City is seeking a Consultant with the demonstrated competence to assist creating a business case for or against the establishment of an on-site workplace primary care clinic and pharmacy for its covered employees and their dependents.
- B. Consultant will assist with the development of a Request for Proposal for an on-site clinic, evaluation and scoring of proposals and formulation of recommendations. Consultant is required to present the findings to key management personnel in one session and to key stakeholders in another, both of which will be held in Corpus Christi, Texas. Moreover, Consultant is required to appear before City Council, in open session, in Corpus Christi, Texas wherein the Consultant will take the lead in presenting the findings of the Request for Proposal process and field questions from Council members, stakeholders and the public.
- C. All services performed by the Consultant shall be based on the background information provided by the City.
- D. The consultant will be expected to provide the following documents:

1. A financial model relating past claims to an on-site program.
 2. The estimated size and space for one or more on-site facilities.
 3. Suggested staffing model for an on-site facility.
 4. Key cost factors that might be addressed in the budget process.
- E. City will make payment to Consultant on a monthly cycle and will be based upon the actual number of hours of service provided and travel expenses incurred. Consultant shall invoice the City monthly and the City will review and approve all invoices for payment. The City's Human Resources Benefits Manager shall be the City's point of contact for payments.
- F. Consultant may not derive/will be prohibited from deriving, either directly or indirectly, any monetary benefit from a contract that may result from the Request for Proposal that Consultant will aid in designing and evaluating.

3.3 Technical Solution

- A. Provide a statement of work to be accomplished and describe how Proposer proposes to accomplish and perform each specific service.
- B. Provide the timeframe in which the statement of work will be completed.
- C. Clearly describe the resources and information you expect to be provided by the City in the course of your work and at any other time throughout the contract term.
- D. Provide any other information that Proposer may deem applicable to ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT services the City may utilize, but has not been directly requested in this RFP.
- E. Identify any portion of the proposed services you may subcontract, in whole or in part. Describe the conditions under which you would use another firm or individual to serve the City's needs. How do you monitor the cost and quality of services provided by other firms or individuals?
- F. The City's payment terms are net 30 days from the date the City is in receipt of a valid invoice. Alternate terms that may enhance your proposal are encouraged. Please be specific.
- G. Do you accept credit cards as a form of payment for invoices remitted to the City? If so, which credit cards? If you proposed more favorable terms than the City's standard of net 30 days (see previous question), do those more favorable terms apply if City pays by credit card?
- H. If another local governmental entity operating within the City limits of Corpus Christi, TX wishes to obtain the same service at the same price enumerated in Proposer's proposal, will the Proposer honor the specifics of Proposer's proposal, including price? Any such arrangement will be between the other local governmental entity and the Proposer (this question is for information only; it will not be factored into the evaluation of your proposal).

3.4 Proposer's Profile and Qualifications

- A. Manner in which Proposer is organized (Corp., Partnership, etc.), history of organization and description of Proposer's previous experience in On-Site Health and Wellness Center Consulting for other clients.
- B. Provide the qualifications of each member of the team that Proposer will assign to provide services in connection with this service.
- C. Describe Proposer's resources including staffing and locations of offices.
- D. Identify and summarize qualifications of the project manager and key personnel. Qualifications of personnel should include, but should not necessarily be limited to: experience, education, professional credentials and tenure with organization.
- E. Using the format outlined below, the Proposer should provide three current client references and three former client references. References should be relative to the Proposer's office that will provide ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT services to the City. This information will be used to determine the extent to which the Proposer is able to provide ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT services to an entity the size of the City of Corpus Christi as well as the level of customer service exhibited by the Proposer.

CURRENT Client Reference 1

| | |
|-----------------------------|-----------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Description of services provided: |

CURRENT Client Reference 2

| | |
|-----------------------------|-----------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Description of services provided: |

CURRENT Client Reference 3

| | |
|-----------------------------|-----------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Description of services provided: |

FORMER Client Reference 1

| | |
|-----------------------------------|-------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | |
| Description of services provided: | Reason for termination: |

FORMER Client Reference 2

| | |
|-----------------------------------|-------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | |
| Description of services provided: | Reason for termination: |

FORMER Client Reference 3

| | |
|-----------------------------------|-------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | |
| Description of services provided: | Reason for termination: |

3.5 Fee

A. The City requires a flat fee for all services described herein. Proposers are instructed to quote a total contract amount and detail the direct services provided and all travel expenses that will be incurred under this project. Proposer shall not bill and the City shall not pay for any costs not enumerated in this section (3.5 Fee). Add additional sheets as required.

| Project Staff Assigned | Professional Designation | Number of Hours on this Project | Hourly Rate |
|------------------------|--------------------------|---------------------------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |

B. In the event additional services are required that are outside the scope of the requirements of this contract, the City requests hourly rates be provided, in the table below, for key personnel that would be assigned. Add additional sheets as required.

| Project Staff Assigned | Professional Designation | Hourly Rate |
|------------------------|--------------------------|-------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |

Section 4.0

Proposal Format and Organization

This section provides specific instructions on format and organization of the proposal to be submitted by the Proposer. Each Proposer may submit only one proposal in a totally self-supporting format without reference to any other proposal(s).

4.1 General Instructions

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH QUESTION IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below. For ease in handling, Proposers shall submit the Proposal on 8.5” x 11” paper (larger paper is permissible for charts, maps or spreadsheets) and place the proposal in binders with tabs delineating each section.
- B. Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s) resulting herefrom. The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City. This information may be submitted under separate cover from the proposal.
- C. The Proposer shall provide one original and six (6) identical bound copies of their proposal to the location specified in Section 1.2 on or before the closing date and time for receipt of proposals. **Proposals transmitted orally, telephonically, electronically or via facsimile shall not be considered.**
- D. **Proposer shall submit its proposal, in Microsoft Word format, on one compact disc or flash drive (thumb drive).**
Please refer to the following web page for an electronic version of the RFP:
http://www.cctexas.com/purchasing/admin/webrpt_bidscurrent.cfm

4.2 Proposal Format

- A. This section outlines the minimum requirements for preparation and presentation of a proposal.

- B. **The Proposer shall define the capabilities of their organization to supply and maintain the services as requested in this RFP. The response should be specified and complete in every detail and prepared in a simple and straightforward manner.**
- C. Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposer's risk. Proposers should provide their best pricing for each type of service.

4.3 Transmittal Letter

The transmittal letter shall indicate the intention of the Proposer to adhere to the provisions described in the RFP without modification. The letter of transmittal **SHALL:**

1. Be presented on company letterhead;
2. Identify the submitting organization;
3. Acknowledge receipt of any addenda to this RFP;
4. Reference the City of Corpus Christi Minority Business Enterprise Information Form and Disclosure of Interest Form which have been completed and follow the transmittal letter; and,
5. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually and **include the completed, signed and dated Service Agreement** immediately after the Disclosure of Interest Form and before the proposal.

4.4 Table of Contents

A table of contents listing titles, sections and major sub-sections shall follow the Disclosure of Interest form referenced above. All pages shall have a unique identifier and be numbered sequentially within each section.

Section 5.0 Proposal Evaluation

The City of Corpus Christi will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in Section 4 Proposal Format and Organization, and Section 5.2 Evaluation Criteria. Failure to comply with the instructions or submission of a proposal that does not satisfy Sections 4 and 5.2 may result in the proposal being deemed non-responsive and may, at the discretion of the Committee, as defined in Section 5.1 below, result in the proposal being eliminated from further consideration.

5.1 Evaluation Committee

An Evaluation Committee (“**Committee**”) will be established to assist the City in the selection of a qualified Proposer. The Committee is comprised of representatives from various using departments. The Committee will determine the responsiveness and acceptability of each proposal. The Committee will then engage in a detailed review of each proposal to evaluate the response in relation to the four (4) major evaluation factors identified in Section 5.2.

5.2 Evaluation Criteria

- A. The proposal evaluation and selection process will be based on the following criteria: 1) Technical Solution, 2) Proposer’s Profile & Qualifications, 3) Fee and 4) Exceptions. The final weight assigned to each of these parameters will be determined by the Evaluation Committee and will be within the ranges for each criterion as indicated below. Some of the criteria contained within this model may look similar to the following Proposed Evaluation Model. **Each Proposer shall provide detailed responses including reference to any existing “in-house” procedures, policies, etc. as they reference all requirements of this RFP. In determining “Best Value”, the Evaluation Committee will evaluate the entire proposal, including, but not limited to, the criteria enumerated Sections 3.3, 3.4 and 3.5 of this RFP and any exceptions taken.**

| Technical Solution (Section 3.3) | Proposer’s Profile & Qualifications (Section 3.4) | Fee (Section 3.5) | Exceptions (Exceptions Form) | Total |
|--|---|-----------------------------|--|--------------|
| 15-30% | 20-35 % | 25-40% | 5-10% | 100% |

- B. The Evaluation Committee shall determine the final percentage assigned to each proposed evaluation criterion. In no case shall the percentage assigned to each criterion be smaller or greater than the stated minimum or maximum, respectively. The sum of the final percentages for all criteria shall equal 100%.
- C. The Proposer’s failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the discretion of the Committee, as defined in the paragraphs above, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.

EXCEPTIONS

Proposer: _____

Document Exceptions

Proposer shall clearly state the exception and the reason for taking exception.
Proposer shall describe each item and state clearly any price consequences.

Important Note: The Proposer **must** complete this form. If the Proposer has no objection or exception, the Proposer should indicate “**NONE**” on this page. This completed form must be included with each copy of the proposal submitted.

Proposer's Authorized Signature: _____

Name of Proposer's Authorized Representative: _____
(Print)

Telephone Number (_ _ _) _ _ _ - _ _ _ _ Date: ____/____/____

SERVICE AGREEMENT

No. _____

THIS **ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT CONTRACT** (this "Agreement") is entered into by and between _____ (the "Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City") effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT** in response to **Request for Proposal No. BI-0024-10**, which is incorporated herein by reference;

WHEREAS the City has determined Contractor to be the most advantageous Proposer;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will provide the **ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT** in accordance with **Request for Proposal No. BI-0024-10**, which is incorporated herein by reference.

2. **Fee for Services.** The City agrees to pay the Contractor those fees mutually agreed to between both parties as follows: **THIS SECTION TO BE COMPLETED AS PART OF PROCUREMENT/NEGOTIATION PROCESS.**

3. **Term.** This Agreement is for one year, commencing on the date signed by the last signatory hereto. The term includes an option to extend for up to two additional twelve-month periods subject to the approval of the Contractor and the City Manager or his designee ("City Manager".)

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Human Resources Benefits Manager**.

5. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Contractor be considered as an employee of the City.

6. **Insurance.** Before activities can begin under this Agreement, Contractor's insurance company(ies) must deliver a Certificate of Insurance, as proof of the required insurance coverages to the Contract Administrator. Additionally, the Certificate must state that the **Contract Administrator** will be

given at least 30 days notice of cancellation, material change in the coverages, or intent not to renew any of the policies by certified mail. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request. Insurance requirements are incorporated herein in Request for Proposal No. BI-0024-10 which is incorporated herein by reference, and may be revised annually by the City Manager upon 30 days written notice to Contractor.

7. **Assignment.** No assignment of this Agreement or any right or interest therein by Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on July 31 annually, is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget. The City does not represent that the budget item will be actually adopted, that determination is within the sole discretion of the City Council at the time of adoption of each budget.

9. **Waiver.** No waiver of any breach of any term or condition of this Agreement or Contractor's proposal in response to **Request for Proposal No. BI-0024-10** waives any subsequent breach of the same.

10. **Compliance with Laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and the venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

11. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the **Contract Administrator**. In using subcontractors, Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments.** This Agreement may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

13. **Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in **Request for Proposal No. BI-0024-10**. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 5 work-days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, City may terminate this Agreement, with or without cause, upon 20 days written notice to Contractor. However, City may terminate this Agreement on 24-hours written notice to Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. Taxes. Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer’s Tax Guide, publication 15, as it may be amended. Contractor must provide proof of payment of these taxes within 30 days after City Manager’s written request therefore. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

* **15. Drug Policy.** Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City’s policy. The City has a zero-tolerance drug policy.

* **16. Violence Policy.** Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City’s policy. The City has a zero-tolerance violence policy.

17. Notice. Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit, if sent certified mail. Notice shall be sent as follows:

IF TO CITY:
 City of Corpus Christi
 Attention: City Treasurer
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 Fax No.: 361-882-7320

IF TO CONTRACTOR:

| | | | |
|-------------------|---------------|----|---------------|
| Contractor Name: | _____ | | |
| Contact Person: | _____ | | |
| Address: | _____ | | |
| City, State, Zip: | _____ | __ | _____ - _____ |
| Fax No.: | _____ - _____ | | |

18. Month-to-Month Extension. If the City has not completed the procurement process and awarded a new **ON-SITE HEALTH AND WELLNESS CENTER CONSULTANT** contract upon the expiration of this Agreement, then Contractor must continue to provide services under this Agreement, at its current fee, on a month-to-month basis until a new contract is awarded by Council. This Agreement automatically expires on the effective date of a new contract; the Contract Administrator will provide written notice of the effective date of the new contract to Contractor.

19. Indemnification. *CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF*

LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

20. **Severability.** Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

SIGNED this ____ day of _____, 20 ____.

Contractor: _____

Signature

Name: _____

Title: _____

CITY OF CORPUS CHRISTI

Michael Barrera
Assistant Director of Financial Services

Date

APPROVED THIS ____ DAY OF _____, 20 ____.
MARY K. FISHER, CITY ATTORNEY

By: _____
Veronica Ocañas, Assistant City Attorney

Incorporated by Reference:
Exhibit A: Request for Proposal No. BI-0024-10
Exhibit B: Proposer's Proposal



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: _____

P. O. BOX: _____

STREET ADDRESS: _____ **CITY:** _____ **ZIP:** _____ - _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Job Title and City Department (if known) |
|-------|--|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Board, Commission or Committee |
|-------|--------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Consultant |
|-------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person:

Title:

(Type or Print)

Signature of Certifying Person:

Date:

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.