



**REQUEST FOR PROPOSAL 20-10R**

**WELLNESS PROGRAM ADMINISTRATOR**  
**(RE-BID)**

**FOR THE JACKSONVILLE PORT AUTHORITY**

Return responses no later than,  
**MONDAY, NOVEMBER 16, 2020 by 2:00 PM (EDT)**

to the attention:

**Jacksonville Port Authority**  
**Procurement Services**  
via  
**E-Builder Electronic Bid Submission**

**REQUEST FOR PROPOSAL 20-10R**  
**WELLNESS PROGRAM ADMINISTRATOR**  
*(RE-BID)*  
**FOR THE JACKSONVILLE PORT AUTHORITY**

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**REQUESTS FOR DISTRIBUTION SHEETS OR  
PRE-PROPOSAL ATTENDANCE SHEETS**

Copies of the Request for Proposal (RFP) distribution records may be requested by contacting Procurement Services.

**SUBMISSION OF PROPOSALS**

Proposals submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (EDT)**. Proposers are fully responsible for submittal of proposals. Reliance upon the computer system's reaction time is at proposer's risk. After the proposal due date/time has passed, the submit button will be disabled. **Late proposals will not be received or considered.**

**PROPOSAL OPENING PROCEDURES**

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority (JAXPORT) provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (§119.07 (3) (m), Florida Statutes). All parts of proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

**REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT**

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, can obtain a copy 30-days after the proposal opening by submitting a written request to Procurement Services. Requested copies will be sent to the Proposer by email. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or [public.records@jaxport.com](mailto:public.records@jaxport.com). If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Proposers will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

**REQUEST FOR PROPOSAL 20-10R**  
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Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00:00 PM (EDT)**, on **MONDAY, NOVEMBER 16, 2020**, at which time they will be publicly opened via “Go to Meeting” at <https://global.gotomeeting.com/join/204212629> .

All Proposals must be submitted in accordance with the Specifications of Proposal Number **20-10R**, which may be obtained from our website:

<https://www.jaxport.com/procurement/>

**Jacksonville Port Authority**  
**Procurement Services**  
**(904) 357-3455**

**ARTICLE I**  
**INSTRUCTIONS TO PROPOSERS**  
**WELLNESS PROGRAM ADMINISTRATOR**  
**(RE-BID)**

**1.01 GENERAL INFORMATION**

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Firms” to provide **WELLNESS PROGRAM ADMINISTRATOR (RE-BID)**. JAXPORT is interested in engaging the services of a qualified and experienced firm to administrator wellness program services and initiatives that promotes a culture of healthy lifestyle choices for approximately 150 fulltime employees.

**1.02 RECEIPT AND OPENING OF PROPOSALS**

JAXPORT will receive Proposals until **MONDAY, NOVEMBER 16, 2020 at 2:00 PM (EDT)** from companies licensed, qualified and interested in providing **WELLNESS PROGRAM ADMINISTRATOR (RE-BID)** as per specifications listed on this RFP. These proposals will be publicly opened via “Go to Meeting” at the stated time and date listed above.

**“GO-TO-MEETING” information**

*Meeting can be accessed from your computer, tablet or smartphone using one of the following methods:*

<https://global.gotomeeting.com/join/204212629>

*You can also dial in using your phone.*

*(For supported devices, tap a one-touch number below to join instantly.)*

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679..204212629#>

United States: +1 (571) 317-3116

- One-touch: <tel:+15713173116..204212629#>

**Access Code: 204-212-629**

**1.03 DELIVERY OF PROPOSALS**

Proposals and all required supplemental material listed in Article III (items to be submitted with Proposal Form) must be electronically submitted in **PDF format only** through E-Builder. Proposal documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is not accepting any bid packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation.** Please visit the JAXPORT’s website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.

The PDF file name should read **“RFP 20-10R WELLNESS PROGRAM ADMINISTRATOR (RE-BID).”** “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 2.”** Additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Proposals must be submitted prior to **2:00 PM (EDT), MONDAY, NOVEMBER 16, 2020**. The E-Builder submit button will deactivate exactly at **2:00:00 PM EST** and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.

Proposals received after the above stated time and date will not be considered. It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the aforementioned date and time. For the purpose of the RFP, a proposal is considered delivered when confirmation of delivery is provided by E-Builder. Proposers must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. Proposers will not be permitted to unencrypt files, remove password protections, or resubmit documents after proposal opening to make a file viewable if those documents are required with proposal. All expenses for submitting Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

#### **1.04 CONTRACT DOCUMENTS**

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of proposers, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time, and place of the receipt and opening of proposals are listed in Article 1.02 above.

#### **1.05 EXAMINATION OF CONTRACT DOCUMENTS**

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

#### **1.06 OBLIGATION OF PROPOSERS**

The Proposer must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed.

In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

#### **1.07 QUESTIONS & ADDENDUM**

Any questions regarding this Request for Proposals (RFP) should be directed to **Jerrie Gunder, Contract Specialist** and submitted either by email to [jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com) or submittal through E-Builder. Answers to questions will be released on an Addendum directed to all known prospective proposers registered in the E-Builder's website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

**The deadline for questions will be THURSDAY, NOVEMBER 5, 2020 at 9:00 AM (EDT).**

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact Procurement Services at (904) 357-3455 to determine if any Addendum have been issued and to make such Addendum a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

## **1.08 PREPARATION OF PROPOSAL**

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the items fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and tab sheets). Text and figures shall be printed on one side of the 8½ by 11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and tabs sheets should be used to separate and label the sections according to the criteria. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Only specific project staff resumes (two (2) page limit) should be used. Resumes should not be included for staff that is not assigned to the project work.
- C. Included in the twenty-five (25) pages limitation, proposals must contain an organizational chart and brief description of staff, as well as key staff of any sub Proposers proposed.
- D. Clear statements of experience related to the scope of work should be included for the firm, its management and key staff members proposed. A list of references should also be included. The list of references must include a contact person, phone number, email address and a brief description of services performed.
- E. A list of all sub Proposers proposed that are an integral part of the proposal from a technical aspect must be included with detailed information as required in C and D above.
- F. Included in the twenty-five (25) pages limitation, the Proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown, including all personnel who are not locally based.
- G. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- H. Failure to submit all information requested may result in a proposal being considered “non-responsive,” and therefore, may be rejected.

## **1.09 RESPONSIBLE PROPOSER CRITERIA**

In considering the responsibility of Proposers, JAXPORT will examine the following factors. Evaluation Criteria should be submitted in sufficient detail to allow proper evaluation of all proposals.

- A. Company Qualifications & Experience - *(20 Points Maximum Score)*
- B. Statement Defining Understanding of the Scope of Services - *(20 Points Maximum Score)*
- C. Staff Qualifications and Resume of Principal, Program Administrator and Team to be Assigned to the Engagement - *(15 Points Maximum Score)*
- D. Project Time Line for Engagement - *(10 Points Maximum Score)*
- E. Monthly Fee and Premium Commission Percentage - *(30 Points Maximum Score)*
- F. References - *(5 Points Maximum Score)*

In this regard, JAXPORT reserves the right to reject any and all Proposals and to waive any non-conformance in Proposals received, whenever such rejection or waiver is in the best interest of JAXPORT.

***Failure to provide requested information listed above may result in the Proposer being ruled non-responsive.***

#### **1.10 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for one hundred eighty (180) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

#### **1.11 DISQUALIFICATIONS OF PROPOSERS**

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

***Failure to provide requested information listed above may result in the Proposer being ruled non-responsive.***



### **1.12 NON-WARRANTY OF RFP INFORMATION**

Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. JAXPORT and its representatives shall not be responsible for any error or omission in the RFP.

### **1.13 CONTINGENCY FEES PROHIBITED**

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a bona fide employee or sub proposer, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

### **1.14 REJECTIONS OF IRREGULAR PROPOSALS**

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

### **1.15 PUBLIC ENTITY CRIME**

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the proposal form at the time proposals are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

### **1.16 DISCRIMINATORY VENDOR LIST**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or

- Transact business with any public entity.

- To view a current list, visit:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

### **1.17 PROPOSERS REPRESENTATION AND AUTHORIZATION**

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot certify to any of the following, the Proposer shall submit with its response a written explanation of why it cannot do so).

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Proposer will conform to the specifications without exception.
- The Proposer has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Proposer shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.
- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Proposer is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

### **1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

Proposers are required to complete and submit with their proposals an E-Verify Acknowledgement and Acceptance Form. **Form is provided as “Exhibit C”**. The successful proposer agrees to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful proposers must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful proposer further agrees to maintain records of its participation and compliance and its subcontractor’s participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

### **1.19 NON-DISCRIMINATION PROVISIONS**

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

### **1.20 PUBLIC MEETING REQUIREMENTS**

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206.

### **1.21 PUBLIC RECORDS**

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the JAXPORT to perform the services; and
- (b) Upon request from the JAXPORT’s custodian of public records, provide the JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JAXPORT; and

- (d) Upon completion of this Contract, transfer to the JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by the JAXPORT to perform the service. If Contractor transfers all public records to the JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with the JAXPORT's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JAXPORT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 [public.records@jaxport.com](mailto:public.records@jaxport.com); JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

### **1.22 PROTEST PROCEDURES**

Respondents shall file any protest regarding this RFP in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement>

### **1.23 EX-PARTE COMMUNICATION PROHIBITED**

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's proposal. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFP;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;
- D. Contacts with elected officials of JAXPORT.

### **1.24 EXECUTION OF THE CONTRACT**

Within twenty (20) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Proposer, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

**1.25 ARTICLE/SECTION HEADINGS**

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this RFP.

**1.26 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **20-10R**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **20-10R**; and 5) Proposer's Proposal.

**1.27 VENUE**

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this RFP will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This RFP will be governed by and interpreted under the laws of the State of Florida.

**1.28 ENTIRE AGREEMENT**

This RFP is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this RFP. Proposer agrees that no representations have been made by JAXPORT to induce the Proposer to enter into this RFP other than as expressly stated in this RFP. This RFP can neither be changed orally, nor by any means other than by written amendments expressly referencing this RFP and signed by all Parties hereto.

**1.29 TAX EXEMPT**

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

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**ARTICLE II  
GENERAL CONDITIONS**

**WELLNESS PROGRAM ADMINISTRATOR  
(RE-BID)**

**2.01 DEFINITIONS**

**JAXPORT** - The Jacksonville Port Authority.

**PROPOSAL** - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

**CONTRACT** - The Contract consists of the document labeled “Specifications for **WELLNESS PROGRAM ADMINISTRATOR (RE-BID)** for the Jacksonville Port Authority”, **RFP 20-10R** and any Addendum issued before the execution of the Contract; Proposer’s Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

**CONTRACTING OFFICER** - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Proposer. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

**PROPOSER** - Any individual, firm or corporation entering into a Contract to perform the Scope of Services for JAXPORT.

**PROPOSER'S REPRESENTATIVE(S)** - Individual(s) designated in writing by the Proposer at the time of contract award as the only individual(s) authorized to act for the Proposer in all matters, including change orders, modifications to contract terms, quoting of services and provision of estimates for additional services not stated in the scope of services.

**2.02 SCOPE OF SERVICES**

The work to be performed under this Contract is specified in Article IV, Scope of Services, with work to be performed as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

**2.03 TERM OF CONTRACT**

The term of the agreement for these services is intended to be for a **one-year (1) period with four (4) additional, one-year (1) renewal options** made at the discretion of JAXPORT. JAXPORT will award this contract to one or more Proposer(s) who will act as the Prime Consultant(s) and who will serve as the single point of contact, fully responsible for providing **WELLNESS PROGRAM ADMINISTRATOR** services to approximately 150 fulltime JAXPORT employees.

JAXPORT neither encourages, nor discourages, the formation of teams, as long as team members are subcontractors to the Prime Proposer. It is the desire of JAXPORT that the work elements required by the Program and included in the negotiated agreement is shared with other qualified area Proposers to the extent that such goal does not diminish the goal of selecting the most qualified Proposer.

## **2.04 AWARD OF CONTRACT**

JAXPORT intends to award a Contract to the Proposer(s) submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of both entities. JAXPORT will be the sole judge of which proposal is ultimately determined to be in their best interest and its decision will be final. Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

At the discretion of JAXPORT's Evaluation Committee, selected Proposers that are determined to be best qualified based upon the evaluation of written responses, may be invited to make presentations of their experience and approach prior to final selection. Such interviews or presentations will be scheduled at JAXPORT's convenience. JAXPORT will not be liable for any costs incurred in connection with such interviews and/or presentations. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements, based on the Responsible Proposer Criteria as shown in **Article 4.06**. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and are listed in the **Evaluation Matrix - "Attachment No. 1."**

## **2.05 ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation based on the average of the previous 12 months percentage of change as listed in the Purchase Price Index related to the industry represented or Consumer Price Index (whichever is appropriate as determined by JAXPORT). JAXPORT reserves the right to decline any price increase request or limit the percentage rate.

## **2.06 CERTIFICATION/PROPOSER QUALIFICATIONS**

Proposer must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Request for Proposal (RFP). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer of its obligation to provide JAXPORT's requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this RFP.

## **2.07 PAYMENT**

A. All invoices will reference the Contract No. **20-10R**. Submit an electronic copy via emailed to:

[accounts.payable@jaxport.com](mailto:accounts.payable@jaxport.com)

*or mailed the original and one copy to:*

Jacksonville Port Authority  
Attn: Accounts Payable  
P.O. Box 3005  
Jacksonville, FL 32206-3496

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

## **2.08 RESPONSIBILITIES OF THE PROPOSER**

A. A post award conference will be scheduled after the Contract is awarded, this is when the Proposer will be asked to furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.

- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Proposer is responsible for product quality, timely delivery, and responsiveness as listed in Article IV – Scope of Services.
- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- G. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

**2.09 RESPONSIBILITIES OF JAXPORT**

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Proposer, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Proposer's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Proposer in violation of Contract terms.

**2.10 INDEMNIFICATION**

Any Contract resulting from this Request for Proposal will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this Request for Proposal; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.



## **2.11 INSURANCE**

Before starting and until acceptance of the work by JAXPORT, any contract resulting from this Request for Proposal will include the following provisions:

- A. Without limiting its liability under the contract, the Proposer will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
  - (1) PROFESSIONAL LIABILITY: \$5,000,000 per Occurrence
  - (2) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
  - (3) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- C. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- D. Any sub Proposers of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Proposers' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Proposers' Certificates of Insurance to JAXPORT prior to allowing sub Proposers to perform Work on JAXPORT's job sites.

## **2.12 PERMITS AND LICENSES**

All licenses necessary to carry out the delivery will be secured and paid for by the Proposer and remain in effect throughout the duration of the Contract. If the Proposer allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

## **2.13 PERFORMANCE BOND REQUIREMENT** – *Not Required*

## **2.14 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful Proposer/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Proposer of such termination which shall become effective upon receipt by the successful Proposer of the written termination notice.

In that event, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services performed by the Proposer prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Proposer, and JAXPORT may reasonably withhold payments to the successful Proposer for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Proposer is determined.

## **2.15 TERMINATION FOR CONVENIENCE**

JAXPORT may, for its convenience, terminate the services that are remaining to be performed at any time without cause by giving written notice to successful Proposer of such termination, which shall become effective one hundred twenty (120) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

## **2.16 ASSIGNMENT**

Due to the additional administrative burden placed on JAXPORT, the Proposer will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

## **2.17 FORCE MAJEURE**

- A. Performance of this RFP by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this RFP to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

## **2.18 NON-WAIVER**

Failure by either Party to insist upon strict performance of any of the provisions of this RFP will not release either Party of any of its obligations under the RFP.

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## **PROPOSER'S CERTIFICATION**

### **1) Certification and Representations of the Proposer**

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Proposal. Where the Proposer visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Proposal, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the proposal, satisfactory evidence of authority to sign must be submitted with the proposal. If the proposal is submitted by a partnership, the proposal must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the proposal, satisfactory evidence of authority to sign must be submitted with the proposal. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the proposal.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Proposers.

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**REQUEST FOR PROPOSAL 20-10R**  
**WELLNESS PROGRAM ADMINISTRATOR**  
*(RE-BID)*

**PROPOSER'S ACKNOWLEDGEMENT**

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum requirements (See **Article IV, Paragraph 4.02**), and will fully comply with such terms and conditions.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Proposer is a (*check one*):    \_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Individual

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Authorized Agent's Title: \_\_\_\_\_

Authorized Agent's Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Identification Number : \_\_\_\_\_

Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

***Failure to provide above information may be grounds for rejection of Proposal.***

**REQUEST FOR PROPOSAL 20-10R**  
**WELLNESS PROGRAM ADMINISTRATOR**  
*(RE-BID)*

**NO PROPOSAL FORM**

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

**Jacksonville Port Authority**  
**Procurement Services**  
**FAX: (904) 357-3077**  
**OR**  
[jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com)

We are unable to submit a proposal at this time due to the following reasons:

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Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ARTICLE IV  
SCOPE OF SERVICES**

**WELLNESS PROGRAM ADMINISTRATOR  
(RE-BID)**

**4.01 GENERAL OVERVIEW**

JAXPORT is soliciting proposals from firms or entities interested in and capable of serving as the Wellness Program Administrator for JAXPORT's Wellness Program. The successful firm and/or administrator must demonstrate the capacity to provide wellness program services and initiatives that promotes a culture of healthy lifestyle choices for approximately 150 fulltime employees.

The firm and/or administrator will be selected on its experience that would strongly support its ability to develop and administer a comprehensive wellness plan that represent the best interest of JAXPORT. Firms should prepare a concise but detailed narrative outlining demonstrated experience in the aforementioned areas as well as submit a proposed approach to providing the services stated herein. Include a list of the proposed staff that would be assigned to JAXPORT (with resumes), their roles, years of experience and qualifications as it pertains to the successful completion of these services. The proposal must also include proposed monthly fees for services to be rendered.

**4.02 MINIMUM QUALIFICATIONS**

- Minimum of five (5) years of experience providing Wellness Program Administrative services to public and/or governmental entities.
- Demonstrated experience providing employee wellness program services and initiatives in the area of health fairs, biometric screenings, health risk assessments, wellness challenges and wellness seminars.

**4.03 SCOPE OF SERVICES – WELLNESS PROGRAM**

Services to be performed includes, but are not limited to the following:

**A. General Responsibilities:**

1. Maintain certification as a third-party administrator in the State of Florida ensuring process is audited annually by an Independent Certified Public Accountant in accordance with Florida Statute 626.89.
2. Develop, coordinate and administer a comprehensive wellness program which will include (but is not limited to):
  - a. Annual Health Fair
  - b. Annual Health Risk Assessments (HRA) which includes surveys (Web based). The HRA's will be analyzed for health trends and will remain JAXPORT's property.
  - c. Annual Onsite Biometric screenings and flu shots
  - d. Quarterly Wellness Challenge Programs
  - e. Quarterly Lunch-n-Learns and/or Seminars (onsite and/or virtually)
  - f. Facilitating Monthly Wellness Committee Meetings
3. Coordinate, facilitate, monitor and track all aspects of the wellness program
4. Communicate all program and participant results
5. Respond to support calls from Customer and/or Customer's employees.

6. Conduct Request for Proposal (RFP) process for sub-contracted wellness services in accordance with JAXPORT's solicitation guidelines.
7. Assist in analysis of proposals, and present to the JAXPORT.
8. Manage vendor contracts
9. Recommend practical innovative and incentive programs that will yield health claim reductions.
10. Develop a practical incentive-based health premium reduction program.
11. Provide benchmark data and assist in monitoring and calculating ROI analysis.

**B. Customer Responsibilities**

1. Receive and respond to employee questions.
2. Approve and accept the configuration of the JAXPORT'S Wellness Program and verify accuracy of Customer data.
3. Provide accurate employee data for importing to the JAXPORT'S Wellness Program.
4. Participate in all aspects of sub-contracted wellness services.
5. Approve all formal/informal RFP award recommendations for sub-contracted wellness services.
6. Direct engagement with all sub-contracted wellness services.
7. Direct payment of invoices for all approved sub-contracted wellness services.

**C. Disclosure, Record Keeping and Reporting**

1. Full Disclosure: Customer has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to JAXPORT'S Wellness Program. Contractor must seek approval from Customer prior to the use of any of the above in connection with the JAXPORT'S Wellness Program.
2. Record Keeping: Contractor will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Customer.
3. Reporting: Contractor will provide aggregate HRA and participant challenge reports that comply with Protected Health Information (PHI)

**D. Transmission of Information**

1. Contractor shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Customer as to policy and procedure.
2. All communication tools, reports, technology, services, web-sites, and trade knowledge provided by the Contractor are considered intellectual property of the Contractor. The Customer is prohibited from utilizing this property beyond the term of this contract.
3. Contractor reserves the right to protect this property as proprietary both during and following the term of this contract.

**E. Security and Privacy**

1. Contractor must comply with PHI and HIPAA security, privacy, and electronic data interchange requirements.



#### **4.04 SCOPE OF SERVICES – DENTAL, VISION, GROUP LIFE & DISABILITY BENEFITS AGENT OF RECORD**

Services to be performed includes, but are not limited to the following:

##### **A. General Responsibilities:**

1. Communicate effectively and timely with Human Resources Department regarding plan changes, enrollment concerns, renewal process, required documents, or any general benefit program concerns.
2. Attend and/or conduct insurance committee meetings with employees and management.
3. Conduct Request for Proposal (RFP) process for dental, vision, group life and disability plans in accordance with JAXPORT's solicitation guidelines.
4. Conduct renewal negotiations, assist in analysis of proposal, and present to the JAXPORT
5. Provide enrollment and billing reconciliation support.
6. Provide claims resolution support.
7. Monitor claims activity
8. Provide claims and trend reports as available and requested.
9. Provide customized communication materials
10. Communicate emerging practices and trends in benefit management

##### **B. Customer's Responsibilities**

1. Communicate effectively and timely with Account Executive of enrollment changes, plan questions, or any benefits concerns.
2. Provide requested documents such as enrollment forms, census request, signed submittals, and others needed to maintain plan administration, in the time-frame requested.
3. Participate in all aspects of sub-contracted benefit agent of record services.
4. Approve all formal/informal RFP award recommendations for sub-contracted benefit agent of record services.
5. Direct engagement with all sub-contracted benefit agent of record services.
6. Direct payment of invoices for all approved sub-contracted benefit agent of record services.

#### **4.05 PROPOSERS RESPONSIBLE FOR ADDRESSING EVALUATION CRITERIA**

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria.

- ##### **A. Evaluation Criteria**
- The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.

***Failure to provide complete and accurate information will result in lower score on evaluation.  
Failure to list fees and commission percentages may result in rejection of proposal as non-responsive.***

**B. Cover Letter (1 page ONLY)** - The cover letter must include the following information:

1. Legal name of the Proposer
2. Primary location (Physical business address)
3. Telephone number, Fax number and e-mail address
4. Name of contact person
5. Authorized signature of contact person

#### **4.06 EVALUATION CRITERIA**

##### **A. Company Qualifications & Experience (20 Points Maximum Score)**

1. Provide an assessment of the general capabilities of the firm and individuals that will be engaged in the project. Qualities and indicators that should receive consideration should generally include the various professional, technical and educational achievements and training registrations of the firm and individuals.
2. Describe overall experience of the proposed staff to be assigned to this project, include specific experience gained on similar projects. Include knowledge possessed by the proposed staff regarding Protected Health Information (PHI) and HIPPA security, privacy and electronic data interchange, and Health Risk Assessments (HRA).
3. Discuss how the Proposer negotiated, prepared, planned, designed and priced Dental, Vision, Group Life and Disability insurance programs for other public entities, include cost savings implemented, improved benefits, efficiency gains.

##### **B. Statement Defining Understanding of the Scope of Services (20 Points Maximum Score)**

1. Provide assessment of the understanding of the scope of professional services to be provided to JAXPORT.
2. Describe the methodology and approach of the firm and staff who will conduct, manage and monitor JAXPORT's Wellness Program.
3. Discuss the Proposer comprehensive wellness program design and creative approaches used for promoting and communicating goals of the program.
4. Discuss the Proposer services for organizing employee health fairs and coordinating on-site biometric screenings in conjunction with administration of web-based Health Risk Assessments.

##### **C. Staff Qualifications and Resumes of Principal, Program Administrator and Team to be Assigned to the Engagement (15 Points Maximum Score)**

1. Include an assessment of the Principal and Program Administrator who will be assigned to this engagement.
2. Provide resumes of the proposed team, detailing the level of involvement, field of expertise and estimated number of hours for each member of the team.
3. Include a list of similar engagements the assigned team satisfactorily performed with the last five (5) years.

**D. Projected Time Line for Engagement (10 Points Maximum Score)**

1. Provide assessment of the project plan and timeline for this project, outlining the major tasks, responsibilities, time frames and deliverables.

**E. Monthly Fee and Premium Commission Percentage (30 Points Maximum Score)**

1. Provide level of compensation that will be required by the firm to complete the project. Provide the total cost to complete the Wellness Program Administrator services, expressed in a lump sum not to exceed amount and a premium commission percentage for the Dental, Vision, Group Life & Disability Benefits Agent of Record services.

**F. References. (5 Points maximum Score)**

1. Provide reference contacts from three (3) clients currently under contract with your firm. Additional references will be accepted from either existing clients or past engagements, whereby your firm provided services within the past three (3) years.

Proposals must be organized with a section covering each of the above items and must include all additional information or attachments properly identified as to its relationship to any items. Failure to provide requested information in the order of the items listed below may result in the proposal being deemed non-responsive and eliminated from further consideration. The proposal must be signed by an officer of the firm and JAXPORT may rely on all representations contained therein for 90 days from the date established for receipt of proposals. The proposals will be reviewed by an Evaluation Committee (“Committee”) made of JAXPORT staff members and any other individuals JAXPORT considers necessary in order to determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing the services. At its sole option, JAXPORT may conduct formal interviews of selected respondents that are determined to be the best qualified based upon the evaluation of written responses. Those Proposers will be notified to arrange for specific times. JAXPORT will not reimburse Proposer for any costs incurred if presentations are required.

**4.07 CHANGES IN SCOPE OF SERVICES**

JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

**4.08 CHANGES IN PERSONNEL**

The Firm will notify JAXPORT in writing primarily thirty (30) days prior to affecting a personnel change concerning the primary consultant to be assigned to the JAXPORT contract. JAXPORT will have the right to reject any individual assigned to perform work under this contract, or to request the Consultant to change the primary consultant to be assigned to JAXPORT contract.

**ATTACHMENT NO. 1**

**REQUEST FOR PROPOSAL 20-10R  
WELLNESS PROGRAM ADMINISTRATOR  
(RE-BID)**

**Evaluation Matrix**

JAXPORT will make award based on the Proposer's ability to meet our needs as rated on the evaluation matrix shown below. Factors used to evaluate the Proposer's response, as well as the weighting of the factors, vary for each service and are listed below in descending order of importance.

<b>ABILITY OF PROPOSER</b>		<b>POINT MATRIX</b>
<b>1</b>	<b>Company Qualifications &amp; Experience</b>	<b>20</b>
<b>2</b>	<b>Statement Defining Understanding of the Scope of Services</b>	<b>20</b>
<b>3</b>	<b>Staff Qualifications and Resumes of Principal, Program Administrator and Team to be Assigned to the Engagement</b>	<b>15</b>
<b>4</b>	<b>Projected Time Line for Engagement</b>	<b>10</b>
<b>5</b>	<b>Monthly Fee and Premium Commission Percentage</b>	<b>30</b>
<b>6</b>	<b>References</b>	<b>5</b>
<b>TOTAL POINTS:</b>		<b>100</b>

## ***How to Submit Your Bid Response in E-Builder***




After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

### **To submit your bid**

1. [Access](#) the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.

Ensure that you provide pricing at the level of detail required by the bid manager. Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

It is recommended that you [submit your bid quote at least 15 minutes before the due time](#) so that you can rectify any errors. If you find it necessary to correct an error “prior” to the due date/time, the instructions as to how to recall and resubmit your bid quote is listed on the next page.

### **IMPORTANT NOTE:**

The submit button in E-Builder will deactivate exactly at the appointed bid due date/time (*i.e., 2:00:00 PM EDT*) and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.


**Recall your Bid Response (only if necessary)**

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.  
Your previous submission information is displayed on the Response Form tab.
3. Click **Submit** to resubmit your bid prior to the bid due date/time.

**Additional Notes**

- After the bid due date/time has passed, the Submit button will be disabled. In some circumstances, the bid manager may allow late submissions and the button will continue to be enabled.
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- To submit the quote, you must complete all the fields and acknowledge the addenda items.

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

**SECTION I**

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature	_____ Company Name
_____ Name of Official (type or print)	_____ Business Address
	_____ City, State, Zip Code

**SECTION II**

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

_____ Signature	_____ Company Name
_____ Print Name of Certifying Official	_____ Business Address
	_____ City, State, Zip Code

**PUBLIC OFFICIAL DISCLOSURE**

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official \_\_\_\_\_

Position Held \_\_\_\_\_

Position/Relationship with Bidder \_\_\_\_\_

**EXHIBIT B**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
*(print name of the public entity)*

by \_\_\_\_\_  
*(print individual's name and title)*

for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed  
*(name of individual signing)*

his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:

**EXHIBIT C**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE**

**E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

**By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.**

---

Company Name

Name of Official *(Please Print)*

---

Signature of Principal

Title

Date