

**GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM
GENERAL INSTRUCTIONS TO BIDDERS**

BID/PROPOSAL IDENTIFICATION

1. Title: Wellness Consultant
2. Bid Due Date/Time: March 16, 2018

BIDDING/PROPOSAL DOCUMENTS

1. Complete sets of Bidding/Proposal Documents must be used in preparing vendor response. The Consortium does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

SUBMISSION of BIDS/PROPOSALS

1. Bids/Proposals and any other required documents shall be submitted electronically to: consortium@tompkins-co.org. A copy of the RFP will be available on the Consortium's website: www.healthconsortium.net
2. Bids shall be submitted by the date above.
3. The Greater Tompkins County Municipal Health Insurance Consortium reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

QUALIFICATION

1. All responders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid specifications, as part of their bid.
2. The Greater Tompkins County Municipal Health Insurance Consortium may make such investigations it deems necessary to determine the ability of the responder to provide the services and/or goods described within the specifications. The responder shall furnish to the Consortium all such information and data for this purpose as may be requested within five (5) days of such request.

DEVIATIONS

Deviations to the specifications shall be so noted and fully explained on a separate sheet of paper and provided with the bid.

SPECIFICATION CLARIFICATION

1. Clarification to the specifications must be submitted via email, no later than seven (7) days prior to the bid due date to consortium@tompkins-co.org
2. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person(s). Replies will be issued by Addenda and posted to the Consortium's website: www.healthconsortium.net Questions received less than seven (7) days prior to the date of submission of bids will not be answered. The Consortium will be bound only by responses given by formal posted Addenda on website.

NON-APPROPRIATION CLAUSE

1. In accordance with New York State General Municipal Law, the Consortium will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the respondent agrees to hold the Consortium harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed.
2. Should it become necessary for the Consortium to cancel a project after the order to proceed has been issued, the Consortium will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the cancellation of the contract.

AWARD of BID

1. After the award has been approved by the Consortium, the successful bidder will be issued a Notice of Award. A notice of award shall not be binding upon the Consortium until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Consortium, within the contract between the Greater Tompkins County Municipal Health Insurance Consortium and the apparent successful Bidder: the successful Bidder's bid, the original Request for Bid specifications and any written Addenda in response to inquiries of prospective bidders as set forth Specification Clarification section above.

2. The successful bidder to whom a contract or purchase order is let, granted, or awarded, shall not assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Consortium. In the event the contractor shall, without written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Greater Tompkins County Municipal Health Insurance Consortium of an attachment against the Successful Bidder, the Greater Tompkins County Municipal Health Insurance Consortium shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall be assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies thereto assigned under the contract or purchase order, except so much as may be required to pay its employees.

INDEMNIFICATION

1. The successful bidder shall defend, indemnify and save harmless the Consortium and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

REMEDY for BREACH

1. In the event of a breach by Contractor, Contractor shall pay to the Consortium all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Consortium to procure a substitute contractor to satisfactorily complete the contract work, together with the Consortium's own costs incurred in procuring a substitute contractor.

TERMINATION CLAUSE

1. The Consortium reserves the right to terminate any contract resulting from this bid with ten (10) calendar days' written notice to the vendor/contractor. The Consortium agrees to show cause and to allow the vendor/contractor the opportunity to rectify the problems, however, if in the sole opinion of the Consortium the vendor/contractors has not resolved the problem to the satisfaction of the Consortium in a timely manner, said contract shall be canceled.

REGULATORY COMPLIANCE

The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including, but not limited to those laws and regulations under which Federal funds were authorized.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officer and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.