

RFP06-12

CITY OF CONCORD, NEW HAMPSHIRE

PURCHASING DIVISION

EMPLOYEE ASSISTANCE PROGRAM SERVICES

Prepared for, and in coordination with the

HUMAN RESOURCES DEPARTMENT

Contract
Proposal Documents
Specifications

FIRM: _____

Proposal Due Date/Time: October 7, 2011 at 2:00 PM



City of Concord, New Hampshire
PURCHASING DIVISION
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
CONCORD, NH 03301
(603) 230-3664 FAX: (603) 230-3656
www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord's Human Resources Department requests sealed proposals for the services of a qualified Employee Assistance Program (EAP) provider for employees and their immediate family members. The EAP will assist employees with challenges that may affect job performance, work behavior, and relationships with co-workers, supervisors, and others.

In order to be considered responsive, proposals must be submitted in **one (1) original and two (2) identical copies** to Mr. Douglas B. Ross, Purchasing Manager, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

An overview and detailed specifications are provided later in this Request for Proposals (RFP).

Proposals must be received no later than **2:00 PM on October 7, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked:

**"RFP 06-12
EMPLOYEE ASSISTANCE PROGRAM SERVICES"**

Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 06-12 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/purchasing.

Questions concerning this Request for Proposals shall be submitted in writing (email is preferred) to Doug Ross, Purchasing Manager, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 230-3664; (603) 230-3656 (Fax); dross@concordnh.gov.

Following the award of a contract, the contact person in the Human Resources Department shall be Amanda Moore, Human Resources Program Administrator, City Hall, 41 Green Street, Concord, NH, 03301, Telephone (603) 230-3725; amoore@concordnh.gov.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals, or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St,	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com

		Manchester NH 03104		
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 9/7/11

PROPOSAL DUE DATE/TIME: OCTOBER 7, 2011 NOT LATER THAN 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: no premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and,
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension

of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to the City, or expressly waive by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	<u>\$\$\$\$\$\$\$\$</u>
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord’s obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

**REQUEST FOR PROPOSALS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
INSTRUCTIONS TO PROPOSERS
CITY OF CONCORD, NEW HAMPSHIRE**

1. GENERAL INTRODUCTION

The City of Concord Department of Human Resources, (hereafter referred to as the CITY), is seeking the services of a firm (hereafter referred to as the PROVIDER) for the provision of an Employee Assistance Program. Interested firms should respond to this request on or before the time due for submission. One firm will be selected to provide Employee Assistance Program services.

Trade secrets or proprietary information submitted by a bidder, offeror or PROVIDER in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the bidder, offeror or PROVIDER must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the bidder, offeror or PROVIDER.

2. STATEMENT SUBMISSION

In order to be considered responsive the proposal must be submitted in **one (1) original and two (2) identical copies** to Mr. Douglas Ross, Purchasing Agent, City Hall, 311 North State Street, Concord, NH, 03301, telephone (603) 225-8530.

Statements must be received **no later than 2:00 PM on October 7, 2011** to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope which is clearly marked RFP06-12, Employee Assistance Program Services.

3. GUIDELINES FOR THE PROSPECTIVE PROVIDER

It is the policy of the CITY that contracts be awarded only to responsive and responsible proposers. In order to qualify as responsive and responsible, a prospective PROVIDER must meet the following standards as they relate to this request for proposal:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;

- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of and submit all documentation required by this Request for Proposals.

4. TIMETABLE FOR CONSIDERATION OF PROPOSAL STATEMENTS

Responses will be reviewed and evaluated by a City selection panel within thirty (30) days of the advertised opening date, followed by interviews and selection of a PROVIDER. It is anticipated that a contract will be signed with a firm in **October 2011**.

5. LIMITATIONS

See General Terms and Conditions

6. REVISIONS TO THE REQUEST FOR PROPOSALS

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager no later than seven (7) calendar days before the RFP submission date in order to be considered. Submit all questions to: Douglas B. Ross, Purchasing Manager, City of Concord, City Hall, 311 North State Street, Concord, NH 03301; (603) 230-3656 (Fax); dross@concordnh.gov. Any changes to the RFP will be provided to all proposers of record in the form of written addenda.

7. TECHNICAL EVALUATION

In the evaluation of the statements, the CITY, at its discretion, may obtain technical support from outside sources. As part of a Proposal Statement, the proposers will agree to fully cooperate with the personnel of any such technical support organization.

8. INSURANCE

See Insurance Requirements for All Providers

9. CONTRACT AWARD

Any contract entered into by the CITY shall be in response to the CITY'S Request for Proposals, the PROVIDER'S proposal and subsequent discussions. The award shall be based on the Guidelines detailed in paragraph 3 and the weighted evaluation criteria detailed on the Proposal Evaluation Form. Contract will be awarded on a firm, fixed fee for each task selected by the CITY from the list of tasks. Tasks may be deleted from the list or additional tasks, identified during the PROVIDER selection process, may be included.

10. CONTRACT TERM

The initial term of this contract, upon award, shall be for a three (3) year period starting October 24, 2011 and ending October 23, 2014. Upon mutual agreement, this contract may be renewed for up to an additional two (2), one (1) year periods.

11. MODIFICATIONS AFTER AWARD

See General Terms and Conditions

12. PAYMENT SCHEDULE

Invoices are due in duplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided.

13. OWNERSHIP OF REPORTS

See General Terms and Conditions

14. DISAGREEMENTS AND DISPUTES

See General Terms and Conditions

15. TERMINATION OF CONTRACT FOR CAUSE

See General Terms and Conditions

16. TERMINATION FOR THE CONVENIENCE OF THE CITY

See General Terms and Conditions

17. CONTRACT

See General Terms and Conditions

18. PROJECT BACKGROUND

The City of Concord, NH is seeking proposals from qualified provider firms for the provision of an Employee Assistance Program to assist its employees and immediate family members. The EAP will assist employees with challenges that may affect job performance, work behavior, and relationships with co-workers, supervisors, and others.

Concord is the capital city of NH serving approximately 43,000 residents in a 64 square mile service area. It has a Council/Manager form of government, is a full service City with an operating budget of approximately \$75million, the City has 421 full-time employees, 26 permanent part-time employees, and approximately 183 position classifications.

Most full-time City employees participate in a Cafeteria Benefit Plan (IRS Section 125) known as "Beneflex". Under Beneflex, employees have a menu of health, dental, life, disability and flexible spending account options and make selections each plan year for a personal benefit package. Funding is subject to annual City council appropriation and contains cash incentives for opting down or opting out. Selections requiring employee contribution are funded by payroll deduction with pre-tax dollars. All five health insurance options provide mental health and substance abuse coverage, subject to varying deductibles, co-payments, managed care guidelines, and other restrictions.

19. PROJECT OBJECTIVE

To establish an Employee Assistance Program that will assist the City in recruiting and retaining qualified, competent employees by offering prompt and confidential assessment, short-term consultation and/or referrals to employees and/or their family members who are experiencing personal problems, which if unresolved may lead to job performance problems, tardiness, absenteeism, illness, injury, disciplinary procedures, or even dismissal.

20. SCOPE OF SERVICES

A. Assessment, Short-Term Counseling, and Referral

The PROVIDER shall provide assessment, short-term counseling (three to five one hour sessions) and referral services to City employees and their eligible family members who have been referred to the EAP or who have sought such services of their own volition.

The PROVIDER is required to offer its services at an easily accessible office site within the City of Concord or surrounding communities.

The PROVIDER shall insure that the EAP is accessible to City employees and their eligible family members by phone 24 hours a day. The phone line should be answered by PROVIDER employees during regular business hours, and the PROVIDER shall arrange for answering service to insure 24-hour coverage.

The PROVIDER shall refer employees and their eligible family members to support organizations or clinical, medical and mental health professionals when appropriate. The City shall provide the PROVIDER with information on the various health insurance programs offered by the City, and the PROVIDER shall be familiar with this information and give full consideration to it so as to advise employees and family members as to the coverage thereunder for service referrals outside the EAP.

The privacy and confidentiality of City employees or their families who use the EAP shall be preserved. The EAP shall track participation, usage and referrals and provide quarterly reports to the City in a manner designed to preserve individual privacy and confidentiality.

B. Administrative and Consultation Services

The PROVIDER shall assist City management in implementing the EAP by working with the management team to integrate the EAP with existing policies and procedures for addressing performance problems.

The PROVIDER shall be available to City managers and supervisors on an as-needed and immediate basis to provide advice and information on effective utilization of the EAP during the contract.

The PROVIDER shall assist the City with data and general assistance in communicating the availability of the EAP to all managers, supervisors, and employees, during implementation and on an on-going basis during the contract. .

The PROVIDER shall assist the City with utilization data as well as qualitative data on a periodic basis to provide performance measure outcomes and to demonstrate the “value added” benefits of employee assistance program services.

C. Training Services

The PROVIDER shall conduct training/orientation for managers and supervisors to communicate the EAP policy and procedures and provide information relative to evaluating job performance deterioration and how the EAP services can be most effectively utilized. This training shall be provided upon implementation of the contract and as needed thereafter. It is expected that such training will require sessions of at least 30-60 minutes. In order to reach all applicable personnel without major disruption of operations, it is expected that a minimum of six such sessions will need to be scheduled at varying times and locations.

The PROVIDER shall participate in new hire orientation sessions and benefit enrollment meetings for all employees to orient them to the EAP and discuss how it can benefit them. These sessions shall be provided upon implementation of the contract, after the supervisory training is complete, and as needed thereafter. It is expected that such training will require sessions of at least 30 minutes. In order to reach all applicable personnel, it is expected that a minimum of eight such sessions will need to be scheduled at varying times and locations.

The PROVIDER shall participate in additional training services on an as needed basis to include training programs such as: Time Management, Conflict Resolution and Sexual Harassment Training.

D. Employee Wellness Program

The City formed a group of labor/management representatives to review the City’s employee benefit programs. This group is known as the “Health Benefits Review Team”. The Team recommended and City Council approved funding for a comprehensive wellness program. The selected EAP provider will assist the City with offering appropriate wellness related training to promote a healthy and productive work environment.

The CITY is interested in the extent the PROVIDER can offer educational assistance and resources in “finding the balance” between work and life issues, reducing stress and other areas including physical, intellectual, emotional, social, spiritual, and occupational wellness. Please illustrate the role the PROVIDER can play in dealing with these types of concerns and the willingness of the PROVIDER to interact with the “Beneflex Review Project Team” on an as needed basis.

21. CONTENTS OF PROPOSAL

Proposals and the providers submitting them will be evaluated on their responsiveness and responsibility as defined by this Request for Proposals and on the information received in the written response (see Proposal Evaluation Form). For the convenience of the review committee, please state the following items in numerical order followed by your response to each item.

Statements that do not follow this outline, or do not contain the required information may be considered as unresponsive proposals. Additional and more detailed information may be annexed to the main body of the Proposal.

- A. A statement of your understanding of the EAP services required.
- B. A statement of your plan and philosophy for EAP service delivery, including assessment, short-term counseling and referral, and related administrative consultation and training services.
- C. A price proposal based on an annual fee per employee (authorized full time and permanent part time positions) at the time of contract implementation, to be adjusted at the commencement of years 2 and 3 of a three year contract. Your proposal must indicate what the price adjustment in years 2 and 3 will be. Please include the available number of contract hours per year and any additional related costs for training services.
- D. Your firm's experience on projects of similar nature including a list of references with current contact names and phone numbers.
- E. The individuals who will be assigned to work with the CITY will be identified, along with a copy of each of their resumes.
- F. In addition to the above, the City is interested in the extent to which the PROVIDER is familiar with the issues noted below and their impact on employee/employer relations and productivity. Such additional services may or may not be included as a part of the total package:
 - (1) Administrative, consultation, and supervisory training services relative to issues such as case management for sick leave, worker's compensation and short and long term disability claims.
 - (2) Administrative, consultation, and supervisory training pertaining to the above and their interaction with relevant State and Federal rules and regulations, such as the NH Worker's Compensation law, Americans With Disabilities Act, Family and Medical Leave Act, Civil Rights Act, etc

- G. A statement of your proposal and allocated contract hours to provide educational resources relative to employee wellness programs.
- H. Any additional relevant information which the PROVIDER would like to provide.
- I. Submission of the required City Forms:
 - (1) Specifications Exception Form
 - (2) Alternate Form W-9
 - (3) Indemnification Agreement
 - (4) Insurance Certificate (successful PROVIDER only)
- J. The proposal shall be signed by an official authorized to bind the offerer and shall contain a statement to the effect that the proposal is a firm offer for a thirty (30) day period. The proposal shall also contain the following information:

Name, title, address, and telephone number of individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

Thank you for responding to our Request For Proposals.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective provider must submit the following documents, in **one (1) original and two (2) identical copies** as part of his/her proposal:

1. Proposal Statement (See Instructions to Proposers, Paragraph 21 A-J)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement

The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Bids on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership
 Limited Liability Company – Enter the tax classification (**D**=Disregard entity, **C**= Corporation, **P**= Partnership
 Other

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –

Employer identification number –

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of **U.S. Person**

Date:

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

CITY OF CONCORD, NEW HAMPSHIRE

EMPLOYEE ASSISTANCE PROGRAM SERVICES

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful provider agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all providers, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the provider in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP06-12, Employee Assistance Program Services
Insurance Requirements for All Providers

Additional Coverage is Required if Checked Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made
- Additional Coverage to Include
- Owners & Contractors' Protective – Limit
- Underground/Explosion and Collapse

NA

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured
- Additional Coverage to include:
- Garage Liability
- Garage Keepers Legal Liability

NA
NA

Workers Compensation

NH Statutory including Employers Liability
 - Each Accident/Disease-Policy Limit/Disease-Each Employee
 \$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input checked="" type="checkbox"/> 1. Professional/Errors & Omissions	\$1,000,000
--	-------------

(X) THE CITY OF CONCORD MUST BE NAMED AS ADDITIONAL INSURED

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP06-12

PROJECT: Employee Assistance Program Services

CITY CONTRACT NO.: RFP06-12

CONTRACT FOR: Employee Assistance Program Services

You are notified that your Proposal received and opened on September 30, 2011 for the above Contract has been considered and accepted for you to provide employee assistance program services to the City of Concord's employees and their immediate family members. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP06-12) and the **PROVIDER'S** response dated _____.

The Contract Price of your contract is the not-to-exceed firm, fixed price of:

_____ Dollars (\$) _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____ . You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate(s), naming the CITY as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with those conditions, the CITY will return to you one (1) fully signed counterpart of the Agreement.

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to HUMAN RESOURCES DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the "CITY" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called the "PROVIDER".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **PROVIDER** will commence and provide the employee assistance program services to the **CITY'S** employees and their immediate family members.. All terms, conditions, specifications and prices shall be in accordance with RFP06-12 and all addenda and the **PROVIDER'S** proposal response opened on October 7, 2011.
2. The **PROVIDER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the services described by RFP06-12.
3. The **PROVIDER** will commence the work required by the **CONTRACT DOCUMENTS** on October 24, 2011. Completion time for the project will be not later than October 23, 2014. This Agreement may be extended, by mutual agreement, for up to two (2) additional one (1) year periods.
4. The **PROVIDER** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed fixed fee for services provided with the cost proposal submitted by the **PROVIDER**. The contract price shall be the not to exceed firm, fixed price of:

_____ Dollars (\$ _____)

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP06-12
 - (B) RFP06-12 PROPOSAL RESPONSE DATED _____
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (F) LETTER OF AWARD DATED _____
 - (D) NOTICE OF AWARD DATED _____
 - (E) AGREEMENT

(F) NOTICE TO PROCEED
(G) CITY PURCHASE ORDER
(H) ADDENDA # _____ DATED _____

The contract between the **CITY** and the **PROVIDER** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **PROVIDER'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **PROVIDER** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **PROVIDER'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **PROVIDER** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manage

(SEAL)

ATTEST:

Name _____

Title _____

PROVIDER:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP06-12

PROJECT: Employee Assistance Program Services

CITY CONTRACT NO.: RFP06-12

CONTRACT FOR: Employee Assistance Program Services

(Name of Provider)

You are notified that the Contract Time under the above contract will commence to run on October 24, 2011. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than October 23, 2014. The Agreement may be extended, by mutual agreement, for up to two (2) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to HUMAN RESOURCES DEPARTMENT

PROPOSAL EVALUATION FORM

FIRM: _____

DATE: _____

PROJECT: RFP06-12, EMPLOYEE ASSISTANCE PROGRAM SERVICES

DEPARTMENT/DIVISION: PERSONNEL

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adherence to Specifications and Submission of All Required Documents/Information	5		
Complies with City's Time Schedule	5		
Plan and Philosophy for EAP Service Delivery	10		
Proposal and Hours Allocated for Educational Resources Relative to Employee Wellness Programs	10		
Familiarity with Identified Issues and Impact on Employee/Employer Relations and Productivity	10		
Price Proposal	10		
<u>Project Team:</u>			
Relevant Experience & Qualifications	10		
Staffing Plan	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance/References	10		
Necessary Experience, Organization, Technical & Professional Qualifications, Skills and Facilities	10		
Adequate Financial Resources	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.



**CITY OF CONCORD, NH
PURCHASING DIVISION
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET, CONCORD, NH 03301
(603) 230-3664; (603) 230-3656 (Fax)
www.concordnh.gov/Purchasing**

Reference: RFP06-12

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP06-12) dated _____, for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.).
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)