

DEKALB COUNTY



Board of Health

**REQUEST FOR PROPOSAL
EMPLOYEE ASSISTANCE PROGRAMS
NUMBER: 21-0130-RFP21**

**OFFERED BY
DEKALB COUNTY BOARD OF HEALTH**

RELEASE DATE: July 17, 2020

DUE DATE: August 4, 2020

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INSTRUCTIONS

Submission Information

The Dekalb County Board of Health is accepting proposals from qualified vendors for **EMPLOYEE ASSISTANCE PROGRAMS (EAP)**. Proposal must be emailed to dph-dcbohpurchasing@dph.ga.gov no later than **Tuesday, August 4, 2020, at 12:00 pm., ET.** Subject proposal **“RFP Response – EMPLOYEE ASSISTANCE PROGRAMS – No. 21-0130-RFP21”**. Proposals received after this date and time or in any other location will not be considered.

The proposer is encouraged not to wait until the last moment to submit their proposals. The unforeseen technical issues could create an unforeseen challenge to submitting proposals by the due date and time.

Questions / Explanation to Proposers

All questions regarding this RFP and site visit must be submitted in writing via email to joyce.carter@dph.ga.gov, no later than **July 22, 2020, at 12:00 noon ET.** **For the email subject, use RFP Questions “EMPLOYEE ASSISTANCE PROGRAMS”**. The answers to all written questions will be made available to all prospective proposers no later than the close of business on July 24, 2020.

Any information given to a prospective proposer concerning this RFP will be furnished to all prospective proposers as an amendment to the RFP, if such information is necessary to proposers in submitting proposals or if the lack of such information would be prejudicial to uninformed proposers. Receipt of amendments by a proposer must be acknowledged on the proposal or by letter or telegram received before the time set for opening of proposals. Oral explanations or instructions given before the award of the contract will not be binding. Any modification to the terms, conditions or specifications contained in this RFP will be made available to all prospective proposers via the Georgia Procurement Registry.

Restrictions on Communicating with DCBOH Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially canceled), Proposers are not allowed to communicate with any DCBOH staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. DCBOH reserves the right to reject the response of any Proposer violating this provision.

The only permissible communication is if a DCBOH staff member’s job requires contact with a Proposer in order to administer an existing contract, the staff member may work with the Proposer as required, however, the staff member is strictly prohibited from discussing this solicitation.

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for firms or individuals to provide an Employee Assistance Program (EAP) to include Assessment, Referral or Problem-Solving Counseling Services; Services for Company Management; Work/Life Services; Web-Based Services; and Employee Education and Training. This program is intended to help employees and eligible family members deal with personal issues, concerns or needs related to employment, marriage, families, substance abuse, stress, grief financial, education or other related matters that might adversely impact their work performance, health, and/or well-being.

1.1 OVERVIEW

The DeKalb County Board of Health is considered an employer of choice within the state of Georgia and offers benefits to approximately 500 total members, including employees and eligible family members. Employees and eligible family members can access the EAP for confidential assistance. Examples of issues addressed by the EAP include but are not limited to: health and well-being, relationships; emotional conditions such as depression and anxiety; stress at home and/or work; grief/bereavement; financial/legal concerns; alcohol and other drug abuse; conflict with family members or other employees; training and on-line resources. The EAP may also provide immediate assistance in the event of a traumatic or life-threatening incident during work hours.

2.0 EMPLOYEE ASSISTANCE PROGRAMS REQUIRED SERVICES

2.1 *Development and Promotion of EAP* - Assist in the introduction of EAP, CISM, and CISD services to the City through development of policies, procedures, and written information about the program to be disseminated through seminars, training sessions as well as through posters, brochures, and payrollstuffers.

2.2 *Assessment, Referral or Problem-Solving Counseling Services* - The contracted vendor shall provide 24 hours per day, 7 days per week toll-free telephonic access to behavioral health clinicians, who provide Covered Employees and Dependents with in-the-moment assessment, support and guidance to address a range of personal and work-related concerns that may affect employee well-being and job performance. When deemed appropriate by a clinician, a covered employee or dependent may be referred to a local network provider for assessment, short term counseling, referral and follow-up services. Counseling is available in-person as well as by telephone and online video conference. Covered employees and each of their dependents are eligible for up to eight (8) EAP counseling visits per unique issue per year. When a covered employee or dependent's presenting issue is determined to be outside the scope of the EAP or is not likely to be resolved within the short-term EAP counseling model, the clinician or network provider will coordinate referrals to appropriate resources through the health insurance plan or community-based services. Multilingual telephonic interpreter services available in 140 languages.

2.3 *Services for Company Management* - Unlimited telephonic consultations to supervisors and managers concerning employees. When a covered employee is referred by management for certain job-related problems, monitoring of that person's progress in the EAP and of all treatment for up to two years by maintaining contact with the covered employee, treatment providers, and the employer, if appropriate and with the employee's signed written consent. Unlimited telephonic consultations regarding organizational issues, including sexual harassment, drug-free workplace, downsizing, conflict resolution, and workplace violence, job performance, attendance and/or conduct problems. Unlimited telephonic consultations and electronic educational materials in support of traumatic workplace events. Up to four (4) hours per year of onsite trauma debriefings for critical incidents. Additional hours of onsite response available at \$300.00 per hour.

2.4 Work/Life Services - Consultation, information, resources and referrals for personal and family needs such as: childcare, eldercare, adoption, academic, pet services, special needs, and concierge/daily living. Legal consultation provided by attorneys, and simple wills prepared at no cost. A 25% discount off attorneys' hourly rate for other legal services rendered beyond the scope of the initial consultation is available. Financial consultation by experts regarding debt matters, investment options, money management and retirement planning.

2.5 Web-Based Services - Includes self-assessments and interactive tools, videos, articles, forms, calculators, and expert information on topics such as health, emotional wellbeing, relationships, personal finances, identity theft, legal, and personal/professional growth. Monthly webinars as well as interactive training courses related to such topics as supervision, leadership, communications, human resources, team building, business management and personal growth.

2.6 Employee Education and Training - Web-based Employee orientation and supervisory training via website. Up to eight (8) hours per year of onsite training for Employee orientations, representation at Benefit or Health and Wellbeing Fairs in the workplace, supervisory training, drug-free workplace or work/life seminars is included. Additional training is available for an additional charge of \$250.00 per hour including travel time and reasonable out-of-pocket expenses. Electronic promotional materials which will consist of some of the following; EAP brochures, wallet cards, posters, newsletters and flyers. Additional costs will be incurred for hardcopies.

2.7 Referral services - When necessary, the vendor shall make referrals for continued long-term counseling and/or treatment, to the appropriate medical professionals within the health care network of the employee and/or eligible family members.

2.8 Reporting - The vendor shall provide with monthly and annual reports on the services provided to employees and their eligible family members. Although the names of the individuals treated are to remain confidential, these reports shall identify the type of services provided, the number of sessions provided, the reason for the services provided, whether services were provided to the employee or an eligible family member, and the referral source.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Offeror shall submit the following information with the proposal. Offeror must reference each section as listed below.

SECTION 1 – COMPANY QUALIFICATIONS AND EXPERIENCE

1. Provide a brief history of the company including the number of years in business providing employee assistance programs similar to the requirements specified in this solicitation.
2. Provide an organizational chart with names and responsibilities of staff that will support DCBOH.
3. Provide the address of your home office and all branch locations in metro Atlanta.
4. Provide the name, title and contact information for the primary company contact that will be responsible for support DCBOH.
5. Provide three (3) references from the current clients with similar number of employees for which you are providing services similar to the specifications of this solicitation. Provide the following information for each reference:
 - Name and address of organization

- Name and title of primary contact with telephone number, fax number and e-mail address.
- Description of the services provided including dates and number of employees serviced.

SECTION 2 – METHODOLOGY/OPERATION

1. For each of the required services in 2.0, provide a narrative describing how the firm will approach the requirements and any ideas or experience the firm has regarding the requirement. Any additional ideas that the firm may have that are not specifically outlined in the RFP should be provided in a separate section following the response to the technical requirements.
 - *Development and Promotion of EAP*
 - *Assessment, Referral or Problem-Solving Counseling Services*
 - *Services for Company Management*
 - *Work/Life Services*
 - *Web-based Services*
 - *Employee Education and Training*
 - *Referral Services*
 - *Reporting*
2. What do you consider to be the primary strengths of your company and the EAP services you provide relative to this proposal?
3. Describe your ability and experience in providing EAP services to a culturally diverse population of employees.
4. Please list and explain all previous and current lawsuits (related to the EAP area) involving your firm as well as any of the contractors, subcontractors or joint ventures?
5. What is the average wait time from telephone called received to time for an initial assessment for non-emergency cases? Please provide a workflow analysis of how initial calls received and processed. Who is the first point of contact? What information is collected? Provide samples of your contact protocols and materials that are collected?
6. Are clients required to sign a statement of confidentiality? Please explain how issues of confidentiality are explained and dealt with?
7. Do your company issue verification statements to ensure that the employee has received EAP services? How is this process handled?
8. What type or release of information forms do you use? How is this process explained to clients?
9. What other reports do you typically generate for tracking, utilization and reporting purposes?
10. What type of client satisfaction survey do you administer? How do you discuss this survey with your clients? Please provide a copy of this survey and a sample report illustrating how the results are shared?

SECTION 3 - PROPOSAL COST

Proposal should indicate the cost to be paid by DCBOH on a per employee/per month basis (which may include different charges based on utilization of EAP services by DCBOH employees).

4.0 EVALUATION

4.1 The DCBOH evaluation committee will evaluate each proposal properly submitted in accordance with the instructions of this solicitation and within the timeframe specified. DCBH at its sole discretion determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by DCBOH.

4.2 Contract award will be made to the Contractor that submits the proposal considered most advantageous to the DCBOH based on the process and the evaluation criteria set forth below. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.

4.3 DCBOH reserves the right to develop a competitive range. The competitive range is defined as a group of competitive negotiation, as determined during the evaluation process, consisting of those proposals that are considered to have a reasonable chance of being selected for an award and who are, therefore, chosen for additional discussion and negotiations. Proposals not in the competitive range are given no further consideration.

4.4 DCBOH reserves the right to evaluate proposals on the non-price related criteria only. Proposals that do not meet at least 70% of the non-price points possible (315 out of 450) may not have price evaluated as a criterion. Those proposals will be eliminated from further consideration. Proposals that do not contain pricing information will not be considered for an award.

4.5 The formula to evaluate price is as follows: (Lowest price/price of the proposal being evaluated) x points possible for price = score.

4.6 Proposals will be evaluated on the following criteria:

- Company qualifications and experience – 200 maximum points
- Methodology/Operations – 250 maximum points
- Price - 50 maximum points

4.7 DCBOH reserves the right to negotiate terms and conditions, the scope of work, price and/or non - price terms and conditions with the selected vendor to meet the needs of the Board of Health.

4.8 Negotiations may be:

- a. Concurrent which may be conducted concurrently with multiple offerors or;
- b. Exclusive which may be conducted with the offeror whose proposal is the overall highest rated.

AWARD

1. The award shall be made to the most qualified and responsible vendor whose proposal is the most responsive and responsible for this solicitation as judged by the DCBOH evaluation committee. The chosen offeror will be the one whose experience, financial capabilities and resources demonstrate their ability to perform the services required.
2. The DCBOH reserves the right to reject or accept any or all proposals and to waive informalities, minor irregularities and technicalities in proposals received, whichever is deemed to be in the best interest of the DCBOH, and to re-advertise.
3. If responses to the RFP collected exceed the funds budgeted for this project; the DCBOH reserves the right to reduce the scope of the project. The lowest qualified responsive and responsible Offeror will be contacted to negotiate a reduction in scope and proposal amount. If the terms cannot be reached, the next lowest qualified responsive Offeror will be contacted. The method will be followed until terms are reached or all proposals are rejected.

GENERAL INFORMATION

If any part of the work covered by this RFP is to be subcontracted, prior written approval of subcontractor(s) is required from the DCBOH. The Offeror shall identify the subcontractor(s) and the anticipated contractual arrangements to be made with the subcontractor(s). Any change in subcontractor(s) will require newly written approval from the DCBOH and shall identify the subcontractor(s) and anticipated contractual agreement.

1. There is no express or implied obligation for the DCBOH to reimburse and/or compensate Offeror for any expenses incurred in preparing or submitting a proposal in response to the RFP.
2. Proposals cannot be withdrawn or corrected after being submitted. (Exceptions: reductions and changes by successful Offeror that will be to the advantage of the DCBOH.)
3. Services offered in the response to the RFP must comply with all federal, state and local laws. The DCBOH is exempt from federal and state sales tax.
4. Trade and time payment discounts will be considered in arriving at net prices and in making awards; however, offers of discounts for payment within ten (10) days following the end of the month are preferred. In connection with any discount offered, time will be computed from the date the invoice is received in the offices of the DCBOH. Payment is deemed to be made, for earning the discount, on the date of the DCBOH check.
5. When not otherwise specified, the Offeror must state the time of proposed delivery. Do not use words such as "immediate" or "as soon as possible." Please state the exact earliest date or the minimum number of calendar days required after receipt of the order. (Calendar days include Saturday, Sunday and holidays.)
6. Except as otherwise provided, the successful Offeror agrees to indemnify the DCBOH and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any copyrights or patents of the United States arising out of the performance of this contract for the account of the DCBOH of services performed hereunder.
7. Proposals and modifications or withdrawals received at the Dekalb County Board of Health Internal Services, Purchasing designated in this RFP after the exact time set for opening/closing of proposals will not be considered.

8. By submission of the response to this RFP, the Offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that, in connection with this procurement:
 - a. the prices in the response to this RFP have been arrived at independently, without consultation, communication or agreement for restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; and,
 - b. unless otherwise required by law, the prices that have been quoted in the response to this RFP have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and,
 - c. no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for restricting competition.
9. The DCBOH will furnish no material, labor or facilities unless otherwise provided for in this RFP or in the plans and specifications.
10. In the event no proposal is to be submitted, do not return the RFP unless otherwise specified. However, a letter or postcard should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to proposal, or to notify the issuing office that future invitations are desired, may result in the removal of the name of such recipient from the mailing list for the type of services covered by the RFP.
 - a. Failure to observe any of the instructions and conditions in this RFP may constitute grounds for rejection.
 - b. Services offered in the response to this RFP must comply with all federal, state and local laws and regulations as applicable on the date of delivery.

TERMS AND CONDITIONS

1. **CONTRACT:** The request for proposal invitation, terms and conditions, the specifications and the received proposal form the contract and they shall be fully part of the contract as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful vendor and the DCBOH and supersede any prior discussions or negotiations, representations or agreements, either written or oral. Contracts, if awarded, will be awarded to responsible proposers whose proposals will be most advantageous to the DCBOH, cost and other factors considered. The determination will be solely at the discretion of the DCBOH.

Based upon the availability of funding and the assumption of satisfactory performance by the responders awarded the initial contract, it is the intent of the DCBOH to enter into a series of one-year renewable contracts for The contract shall not bind, nor purport to bind, the DCBOH for any contractual commitment in excess of the original contract period, which is anticipated to be July 1, 2020, through June 30, 2021.

If the DCBOH exercises the right to renew, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period. a period not less than three (3) years, or no more than five (5) years, in duration. If an extension option is exercised, such shall be accomplished in writing between the contractor and the DCBOH's Purchasing.

2. The DCBOH reserves the right to reject or accept any or all proposals and to waive informalities, minor irregularities and technicalities in proposals received, whichever is deemed to be in the best interest of the DCBOH, and to re-advertise.
3. The DCBOH may accept any items or group of items of any proposal unless the proposer qualified his proposal by specific limitations.
4. **COMPLETION:** The Offeror shall read the proposal carefully, complete all entries, and submit all documents or information requested. Failure to do so may result in rejection of the proposal.
5. **CONTRACT RENEWAL:** After the initial contract term, the DCBOH reserves the right to renew the contract for four (4) additional years if the vendor and the DCBOH mutually agree. Renewing the contract would imply doing so under the same terms and conditions unless proposed changes are mutually agreed upon by both parties.
6. **FUNDING:** If for any fiscal year (July 1 to June 30) of this contract, the Board for any reason, fails to appropriate funds for these services, the DCBOH will notify the vendor immediately and will no longer be obligated under the contract.
7. **EXCEPTIONS:** Proposals meeting the requirements of this document shall be considered. Offerors taking exception to any of the terms, conditions or offering substitutions shall state these exceptions plainly on the Exceptions Page of this document.
8. **DEVIATIONS** to any/all requested options in this proposal are subject to approval by DCBOH prior to any resultant award.
9. **QUANTITIES:** Unless otherwise noted, any quantities provided for this Request for Proposal are estimated volume and do not represent a purchase contract quantity. DCBOH reserves the right to purchase quantities that are fewer, greater or even none for the line items presented based on needs at given times during the period of this pricing contract. The DCBOH reserves the right to not consider a proposal if a service charge, minimum dollar, or minimum quantity is applied.
10. **OFFER TIMELINE:** Offeror agrees to hold their offer open for acceptance by the DCBOH for no less than ninety (90) days from the CSP response date and time.
11. **COMPLIANCE:** Under this contract, the DCBOH Contract Specialist will have the responsibility to ensure compliance with contract requirements, such as but not limited to acceptance and inspection of equipment and services provided.
12. **UNDERSTANDING:** Offeror, by making his/her proposal, represents that he/she has read and understands the request for proposal.
13. **PURCHASE ORDER:** The DCBOH limits its purchases through the use of properly approved and authorized purchase orders. The successful offeror must be able to accept purchase orders via email (preferred) or facsimile (FAX). Therefore, the purchase order number shall appear on ALL itemized invoices to ensure payment.

14. Any contracts or agreements signed by any DCBOH employee other than the District Health Director or their designee is considered null and void.
15. **INVOICING:** The vendor shall submit itemized invoices within a timely manner during the DCBOH's fiscal year in which the items were purchased. Invoices shall indicate the vendor contract number with the DCBOH along with the purchase order number. Invoices shall be issued for only items received. Payment shall not be due until the invoice(s) are submitted after delivery. Payments will be made within thirty (30) days of receipt of an accurate non-disputed invoice. All invoices can be mailed directly to DCBOH, Attention: Accounts Payable Department, P.O. Box 987, Decatur, Georgia 30031.
16. **TAX EXEMPTION:** DCBOH, by law, is exempt from most taxes. Offeror to retain on file a copy of a tax-exempt form submitted by DCBOH. The offeror is encouraged to allow for an automated tax exemption, not requiring the department buyer to request an exemption. Do not include tax in your proposal totals. If the awarded contract, Offeror may obtain a copy of the DCBOH Tax Exemption Certificate by contacting the DCBOH Purchasing Department.
17. **SIGN-IN AND IDENTIFICATION BADGES:** For safety purposes, all vendors will sign-in at the DCBOH or administration front desk when entering a DCBOH facility. All vendors will be expected to show their driver's license or other government-issued photo identification card to the employee at the front desk at the administration office.
18. **FAILURE TO ABIDE BY TERMS:** If at any time, a offeror fails to fulfill or abide by the terms, conditions or specifications of the contract, or to perform by providing the items/services at the price submitted or within the specified time frame, the DCBOH reserves the right, upon written notice to the vendor to cancel the contract.
19. **DEFAULT:** Prior to the cancellation of the contract for default, the DCBOH's Purchasing will advise the vendor, in writing, of their intentions, and the reasons for such intentions. The vendor will be allowed fifteen (15) days to cure the default condition. If such a condition is not cured to the satisfaction of the DCBOH after that time, then the cancellation of the contract may be executed.
20. **GIFTS:** Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercises some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.
21. **INTERLOCAL AGREEMENTS, PURCHASING COOPERATIVES:** The DCBOH reserves the right to utilize other DCBOH contracts, State of Georgia contracts, contracts awarded by other Governmental Agencies, other Boards, or cooperative agreements in lieu of any offer received, or award made as a result of this proposal, if it is in the DCBOH's best interest to do so.
22. **VENUE:** Both parties agree that the venue for any litigation arising from this contract shall lie in DeKalb County, Georgia.

23. **INSURANCE:** Prior to beginning work, the successful contractor is required to furnish Certificates of Insurance as may be required by the DCBOH and described in the specifications (*Exhibit A*)
24. **PERFORMANCE:** Prospective vendors must affirmatively demonstrate responsibility through a satisfactory performance record. Each Offeror is required to submit with their proposal a list of three (3) references of organizations for which they currently or have provided products/services within the last three (3) years. The list shall include the company/entity name, address, contact name, and telephone number.
25. **PLACES OF BUSINESS:** Prospective vendor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate places of business and have adequate equipment, finances, and personnel to furnish the items/services offered satisfactorily and expeditiously.
26. **EXCEPTIONS:** Offerors taking exception to the terms and conditions or specifications of this proposal shall state these exceptions plainly on the Exception Page of the proposal document. If no exceptions are indicated on the submitted form, it will be assumed that your proposal complies with our document.
27. **PRICING:** Negotiation may be a part of this process. Therefore, vendors are cautioned to submit their most competitive price for their product and service the first time through on the Proposal Response forms. If the scope of the proposal and all other requirements are met initially, there may not be any need for negotiation with any vendor.
28. **AWARD:** DCBOH does not guarantee any quantities or dollar amounts relating to this proposal, as items and/or services will be purchased on an “as needed” basis with available funding. Purchases will be based upon the DCBOH’s needs throughout the period covered by this proposal.
29. **NOTIFICATION OF AWARD:** ALL vendors properly responding on time to this proposal with all of the required documents complete, will be considered for award. The DCBOH may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period if it is determined to be in the best interest of the DCBOH.
30. **CANCELLATION:** DCBOH shall have the right to cancel for default all or any part of the undelivered portion of this order/service if the vendor breaches any of the terms hereof including warranties of a vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which DCBOH may have in law or equity.
31. **FORCE MAJEURE:** If by reason of Force Majeure (unforeseeable circumstances), either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability

with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, acts of public enemy, orders of any kind of government of the United States or the State of Georgia or any civil or military authority; insurrections; epidemics; landslides; land sinkage; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

32. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor without the written permission of DCBOH. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
33. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
34. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
35. **ADVERTISING:** The vendor shall not advertise or publish, without DCBOH's prior consent the fact that DCBOH has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
36. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
37. **DISCLOSURES:** By signing this proposal, a vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted. The vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal (Conflict of Interest Questionnaire). By signing this proposal, a vendor affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this proposal.

38. **TERMINATION OF CONTRACT:** It is understood that the DCBOH retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The termination will become effective and this Agreement shall terminate sixty (60) days prior to the end of the contract year or for just cause. The termination will become effective and this Agreement shall terminate sixty (60) days following written notification of intent.

39. **CONFIDENTIAL OR TRADE SECRETS:** If any of the information is confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

Acceptance of such materials does not constitute an admission by DCBOH that the materials are confidential or a trade secret. **CRIMINAL RECORDS HISTORY:** The vendor shall ensure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on DCBOH's property at any time. Under no circumstances shall any entity be allowed to use employees, agents or consultants present on site who have been convicted of a felony or a crime involving sexual misconduct.

40. **COMPETITIVE PROCUREMENT:** This RFP is part of a competitive procurement process that helps to serve the DCBOH's best interest. It also provides vendors with a fair opportunity for their products to be considered. The process of competitive negotiation being used in this case shall not be confused with the different process of competitive sealed proposal. The latter process is usually used where the goods or services being procured can be described precisely and the price is generally the determinative factor, although it may be, and the DCBOH has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship.

LENGTH OF CONTRACT: All responses to the RFP shall be valid for the date of Board approval with the possibility of four (4) additional annual renewals between the DCBOH and the Vendor.

41. **ACCEPTANCE:** This will be a single award. DCBOH reserves the right to accept or reject any or all the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the DCBOH. Contract, to an awarded vendor, will be based on the determined "best value for the DCBOH".

42. **OTHER REQUIREMENTS:** The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Offeror's pre-printed forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgment letters, emails, faxes, routing communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed to in writing by DCBOH.

43. **PERFORMANCE:** The responsibility for compliance with this solicitation and the subsequent contract shall be with the submitting Offeror. Awarded Offerors are expected to provide prompt service that is due under this contract including

warranties. Past performance of the Offeror may be a factor in awarding future contracts.

44. Any problems or discrepancies that are not covered by the above requirements should be directed to the DCBOH Internal Services, Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Offeror fails to make such a request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. All Offerors shall provide detailed explanations of any variances or exceptions the Offeror has with any requirement or terms specified in this RFP and thoroughly explains any alternate service offered. DCBOH is not responsible for any costs incurred by the vendor for the preparation or distribution of this proposal. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Offeror's own risk. Proprietary information if any, submitted to DCBOH in response to this proposal should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Georgia Open Records Public Information Act as it applies to such information.
45. DCBOH LICENSING PROGRAM: The DCBOH logo cannot be used without the expressed, written permission of the DCBOH
46. PURCHASE ORDER: Proposer must accept the ordering of services via DCBOH purchase order. This portion of the RFP pertains to the offeror selected for the final contract award ("contractor").
47. INCREASES: If deemed appropriate by the DCBOH, extension period percentages of the increase shall be negotiated with the contractor. If an agreement cannot be reached, the DCBOH reserves the right to reject proposal.
48. ADDITIONAL SERVICES: The DCBOH reserves the right to request the contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.
49. COST: Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
50. INDEPENDENT CONTRACTOR: The contractor represents itself to be an independent contractor offering such services to the public and shall not represent itself or its employees to be employed by the DCBOH. The sole relationship between the DCBOH and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the DCBOH, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request,

the contractor will provide to the DCBOH evidence of compliance with these requirements.

51. **COMMUNICATION ON PROJECTS:** The contractor shall fully coordinate its activities in the performance of the contract with those of the DCBOH. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DCBOH throughout the contract period.
52. **OWNERSHIP OF MATERIALS:** The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the DCBOH. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the DCBOH.
53. **INDEMNIFICATION:** The contractor shall understand and agree that DCBOH cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DCBOH, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the DCBOH as an additional insured.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DCBOH, including its Board and employees.

54. **CONFIDENTIAL INFORMATION:** Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the DCBOH and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the DCBOH to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the DCBOH and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the DCBOH and that upon termination of the contract, or at any other time the DCBOH requests, the contractor or any other person involved in the contracted work will transmit to the DCBOH any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work. W-2 tax information would be the most sensitive file the DCBOH would send to the contractor (once annually).

55. The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the DCBOH, with all rights and interests for present and future publication, display, sell, copyright or other use as deemed appropriate by the DCBOH.
56. **COMPLY WITH APPLICABLE LAW:** The contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.
57. **NO EXCLUSIVE ARRANGEMENT:** The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the DCBOH may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.
58. **VIOLATIONS:** If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the DCBOH has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the DCBOH shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the DCBOH. The DCBOH may also withhold up to twenty-five percent of the total amount due to the contractor.
59. **AUDIT:** The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
60. **CONTRACT MODIFICATIONS:** With the exception of specifically designated persons in the Office of Purchasing selected for this purpose by the DCBOH, employees of the DCBOH are not authorized to modify, interpret or clarify such terms, conditions or specifications, and proposers should not rely on the presentments of employees or agents other than those with express authority to make such presentments.
61. If any part of the work covered by this request for proposal is to be subcontracted, prior written approval of subcontractor(s) is required from the DCBOH. The offeror shall identify the subcontractor(s) and the anticipated contractual arrangements to be made with the subcontractor(s).
62. There is no express or implied obligation for the DCBOH to reimburse and/or compensate the offeror for any expenses incurred in preparing or submitting a proposal in response to the request for proposal.
63. Proposals cannot be withdrawn or corrected after being submitted. (Exceptions: reductions and changes by the successful offeror that will be to the advantage of the DCBOH.)
64. Services offered in the response to the request for proposal must comply with all federal, state and local laws. The DCBOH is exempt from federal and state sales tax.

TERMINATION

This agreement may be terminated by the DeKalb County Board of Health, without cause upon sixty (60) day prior written notice to the Contractor.

This agreement may be terminated by the DeKalb County Board of Health immediately with cause upon notice to the Contractor. Cause means a violation of the confidentiality requirements of this contract or the violation of any provision of this agreement which in good faith judgment of the DeKalb County Board of Health poses a threat to the safe and orderly operation of the DeKalb County Board of Health including the safety and well-being of its clients or employees.

FAILURE TO PERFORM

In the event, the contractor fails to comply with the terms and conditions of the contract, including requirements governing the quality of service or the schedule for performance of its duties under this agreement, the DeKalb County Board of Health may provide written notice thereof to the contractor. The notice may identify specific incidents or circumstances comprising the conditions complained of. In the event such conditions arise, the DeKalb County Board of Health reserves the right to withhold payments otherwise due under this agreement until such violation is cured.

NOTICE TO OFFEROR

The enclosed (or attached) proposal in response to Request for Proposal No. 21-0130-RFP21 is a firm offer, as defined by the Georgia Code (O.C.G.A. 11-2-205). This offer shall remain open for acceptance for a period of ninety (90) days from the due date of the proposals as set out in the RFP. The terms, conditions, and other limitations of the ITB are accepted.

OFFEROR INFORMATION

Offeror is (check appropriate space) _____ individual
_____ partnership or joint venture
_____ corporation organized under the laws of the State
of _____
_____ LLC under the laws of the State of _____

Offeror's FEIN or SSI # _____

Business Classification: (check appropriate space)_ African American
_____ Asian American
_____ Native American
_____ Pacific Islander
_____ Hispanic/Latino
_____ Non-Minority

Is your company registered to conduct business in the State of Georgia? ___ Yes ___ No

Company Name: _____

Company Physical Address: _____

Company Remit Address: _____

Authorized Signature: (Required) _____

CERTIFICATES OF INSURANCE

Along with the contract documents sent to Board for execution, Contractor shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence of self-insurance and acceptable to the Board covering:

- (a) Statutory Workers' Compensation Insurance, or proof that the Contractor is not required to provide such coverage under State law. The Contractor agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation Insurance, and to provide proof of such confirmation to the Board.
- (b) Professional liability insurance on the services in this contract with a limit of one million dollars (\$1,000,000).
- (c) Comprehensive liability insurance covering all operations and automobiles;
 - (1) With limits of \$100,000/300,000 bodily injury.
 - (2) With limits of \$100,000 property damage.
- (d) "Umbrella" or "excess" coverage cannot be used to reach limits stated in (b) and (c).

Certificates of insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain the following clause:

"Re: change or cancellation. Policy certified will not be changed or canceled without ten (10) days prior notice to the DeKalb County Board of Health, as evidenced by return receipts of registered or certified letters."
- (d) Certificates to contain endorsement incorporating indemnification agreement assumed by the Contractor further agree as follows:
 - (1) On the front of the certificate, the certificate is to contain the following clause:

"Re: Indemnification Agreement. Contract liability is included. See the Indemnification Agreement clause on the reverse side of the certificate.";
 - (2) Type the following indemnification agreement statement on the reverse side of the certificate:

"The Contractor shall defend, indemnify and hold harmless the Board for any claims, charges or suits that arise due to the Contractor's error, omission, negligence or acts."
- (e) The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

STATEMENT OF RESPONSIBILITY

CERTIFICATION FORM

THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH YOUR PROPOSAL/PROPOSAL.

Please complete this form, answering every question. **A “Yes” answer to any of the subparts of Question No. 3 requires a written explanation attached to the completed form, submitted on your company letterhead and signed by an authorized representative of the company. A “Yes” answer to any of the subparts of Question No. 3 will not necessarily result in denial of an award but will be considered in determining Offeror responsibility in the event DeKalb County Board of Health undertakes an investigation into Offeror’s responsibility status.** For any explanation, indicate to whom it applies; identify the initiating agency and the dates of action.

Offerors are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

QUESTIONS:

1. Does Offeror certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia. _____YES _____NO
2. Does Offeror certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Offeror’s other business obligations? _____YES _____NO
3. Within the past three (3) years, has Offeror’s company, or any principal of Offeror (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:
 - (a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or proposal collusion? _____YES _____NO
 - (b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or proposal collusion (to the best of Offeror’s knowledge*)? _____YES _____NO
 - (c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency? _____YES _____NO
 - (d) an investigation for a civil violation by any local, state or federal agency (to the best of Offeror’s knowledge*)? _____YES _____NO
 - (e) a suspension, debarment or termination for cause from any local, state or federal government procurement process? _____YES _____NO
 - (f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract? _____YES _____NO
 - (g) denial of an award for a non-responsibility determination made by any local, state or federal government? _____YES _____NO

- (h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement? _____YES _____NO
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Offeror's knowledge*)? _____YES _____NO
- (j) any bankruptcy proceeding? _____YES _____NO

REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact Name:	_____

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact:	_____

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact:	_____

TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:

3.0 What type of service will you perform?

4.0 Will you sell any tangible personal property or goods?

5.0 Supplier's Affiliate's Name:

5.1 FEI:

5.2 STI:

5.3 Sales and Use Tax Number:

5.4 Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

6.0 The Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):

6.1 Name:

6.2 Telephone Number:

6.3 E-mail Address:

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. **MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.**

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (B) (I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and;
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Employee Assistance Programs
Name of Project

DeKalb County Board of Health
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

Board of Health

Employee Assistance Programs – No. 21-0130-RFP21

COST PROPOSAL FORM

Description _____ **Cost**

1. Monthly cost per employee based on the requirements listed below: \$ _____

- *Development and Promotion of EAP*
- *Assessment, Referral or Problem-Solving Counseling Services*
- *Services for Company Management*
- *Work/Life Services*
- *Web-based Services*
- *Employee Education and Training*
- *Referral Services*
- *Reporting*

Company Name

Authorized Company Representative Name (please print)

Title

Authorized Company Representative Signature Date

Board of Health

SUBMISSION COVERSHEET

COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW

REQUEST FOR PROPOSAL

EMPLOYEE ASSISTANCE PROGRAMS - No. 21-030-RFP21

Company Name			
Contact Person			
Address			
Email		Phone	

You must complete and submit copies of the following items:

1. **SUBMISSION COVERSHEET** (this completed document, Exhibit G)
2. **PROVIDE ALL INFORMATION IN SECTION 3.0.**
3. **REFERENCES and CLIENTS LIST**
4. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit**
5. **COST PROPOSAL FORM**

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this RFP.

Signature of Person Authorized to Sign on Behalf of the Offeror:

Printed Name/Title:
