

REQUEST FOR PROPOSALS (RFP)

Employee Assistance Program (EAP) Services



Yolo County Housing

147 West Main Street, Woodland, CA 95695

**Proposals Due
Monday, August 26, 2019 by 3:00pm**

Request for Proposals

A. General Information

Yolo County Housing (YCH) is seeking proposals from qualified firms/contractors for Employee Assistance Program (EAP) services. The selected firm will be asked to provide programs for employees designed to identify and assist employees in resolving personal problems (e.g. marital, financial or emotional problems; family issues; substance/alcohol abuse, anger management or wellness issues) that may be adversely affecting the employee's performance or to help them through a difficult time.

B. Agency Background

Yolo County Housing was created in 1950 and its primary programs are federally-funded through the United States Department of Housing and Urban Development (HUD) and through the State of California (Office of Migrant Services and HCD).

Yolo County Housing and its allied organizations provide assistance to approximately 8,000 low to moderate income persons through their various programs and agencies. Total assisted units from all programs is over 2,900. Additional agency information can be found at www.ych.ca.gov.

Yolo County Housing employs **40-50 full time and part time employees** whom perform expertise work in the fields of affordable housing, community development, grants management social services and facilities maintenance.

C. Term of Agreement

The anticipated term of the agreement is three (3) years from September 15, 2019 through December 31, 2022 with an option of extension of up to two additional years.

D. Instructions to Proposers

1. Submission of Proposals:

All proposals shall be submitted to:

Yolo County Housing
Attn: Janis Holt
147 W. Main Street
Woodland, CA 95695
Or via email at jholt@ych.ca.gov

2. Clarifications to RFP

Clarifications or substantive changes to the RFP specifications, if any, prior to the proposal submission due date will be disseminated to all interested parties.

3. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- a) Have carefully read and fully understand the information that was provided by YCH to serve as the basis for submission of this proposal.
- b) Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c) Represent that all information contained in the proposal is true and correct.
- d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- e) Acknowledge that YCH has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants YCH permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. YCH shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by YCH or its representatives.

YCH reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which YCH, acting in the sole and exclusive exercise of its discretion, deems to be in YCH's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

Firms who meet the criteria as a Section 3 Business or Business Concern will be provided priority points as outlined in the YCH Section 3 Policy which can be found on our website at www.ych.ca.gov.

At the option of YCH, finalists may be selected for a final round of negotiations; however, proposers are encouraged to present their best offers with their initial submission.

4. Questions regarding Proposal

All questions regarding this RFP should be directed to Janis Holt, General Director, 530-669-2211 or jholt@ych.ca.gov.

E. Attachments

The attachments below are included with this Request for Proposals (RFP) for your review and/or submittal:

1. Sample Yolo County Housing Agreement for Professional Services including Specifications of YCH Insurance Requirements (Exhibit Attached)
2. Form 5369-C: Certifications and Representations of Offerors

F. Deadline for Submittal is Monday, August 26, 2019 at 3:00 pm.

1. Submission can be mailed or delivered to Yolo County Housing, 147 West Main Street, Woodland, CA 95695 or faxed to 530-662-5429.
2. Electronic submissions will be accepted via email to jholt@ych.ca.gov

G. Scope of Services

Yolo County Housing (YCH) is strongly committed to providing a positive working environment for our employees.. The firm selected would provide YCH with resources, tools, and training needed to address complicated issues. Services requested by the firm would include, but not limited to:

- Referrals to local in person counseling and treatment for employee and immediate family members.
- Legal and mediation services referrals
- Financial services referrals
- Work life services referrals and resources
- Critical incident response services
- Management consultations on behavioral issues
- Personal development training options
- Program literature to use in communicating resource
- Online website with accessible information and/or referral processes for employees
- Utilization reports.

H. Proposal Format:

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of YCH's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that

information which is essential to an understanding and evaluation of the proposal should be submitted.

1. Provide a one (1) page cover letter introducing your firm, executed by an authorized signatory of the firm.
2. Provide the name, title, contact information and a brief resume of the person(s) that will be YCH's designated point of contact.
3. Describe your firm's experience in providing referrals and resources for counseling, legal, mediation, financial and work life services.
4. Describe your firm's experience with providing critical incident response services.
5. Describe your experience providing management consultations.
6. Describe your experience with providing personal development trainings/workshops. Please include a list of those workshops/training.
7. Describe the types of data and reports provided to employers, including utilization reports and frequency of data provided.
8. Provide a breakdown of your proposed fees for providing these services and any other services you may provide to an agency with approximately 50 employees.
9. Provide three (3) current references with appropriate contact information. List only references of similar type that you have included in this proposal.

10. Compliance and Potential Conflicts Questions/Responses

Audit or investigation. Has your firm been audited or investigated by any regulatory agency within the past five (5) years? If yes, discuss the outcome of the audit or investigation and any changes that were made as a result.

Litigation or proceedings. Please list all lawsuits or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers within the past five (5) years.

Conflict of Interest. Describe in detail any potential conflicts of interest your firm may have in regards to this engagement.

Exceptions. The Proposer is expected to agree with the form of the contract and its terms and conditions (Attachment 1). However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate document included with its response to this RFP. Yolo County Housing is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

I. Review and Selection Process

Proposals will be evaluated by a selection committee to determine the extent to which the firm's proposal meets the needs of Yolo County Housing. The following point values will be used for evaluation purposes:

<u>Criteria</u>	<u>Points</u>
Quality and completeness of proposal;	30
Qualifications and experience (staff, complexity of projects, etc.);	30
Cost to YCH;	30
Prior record of performance/references	10
TOTAL POSSIBLE POINTS	100

(SAMPLE)

YOLO COUNTY HOUSING

AGREEMENT NO. _____

(Agreement for _____)

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the Housing Authority of the County of Yolo, a public body corporate and politic ("YCH"), and _____, ("Contractor"), who agree as follows:

RECITALS

WHEREAS, YCH is authorized under Federal and State law to make contracts as necessary for the exercise of its powers; and

WHEREAS, YCH desires to obtain professional services for Employee Assistance Program (EAP) services; and

WHEREAS, Contractor submitted a proposal to provide Employee Assistance Program (EAP) services to YCH; and

WHEREAS, Contractor has represented and warrants to YCH that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to YCH as herein specified; and that it will be able to perform the herein described services at minimum cost to YCH by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor understands that YCH is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between YCH and Contractor as follows:

Article 1. Contract Documents.

The complete Contract between the parties shall consist of the following component parts, to wit:

1. This Agreement; and
2. Exhibit A - Scope of Services; and
3. Exhibit B - Compliance with Federal Requirements; and
4. Exhibit C - Compliance with Confidentiality Requirements; and
5. Exhibit D - Insurance Requirements.

Article 2. Scope of Services.

- 2.1 During the term of this Agreement, Contractor shall provide to YCH actuarial consulting services in accordance with Exhibit A and in a manner satisfactory to YCH's Executive Director or his/her designee ("Project Manager").
- 2.2 Contractor shall furnish all tools, equipment, apparatus, labor, workmanship, and transportation necessary to perform and complete the services required under this Agreement.
- 2.3 Contractor shall perform all work in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by persons skilled and trained to properly complete the services required. YCH reserves the right to request changes in the Contractor's representation, if at YCH's sole discretion, the assigned personnel are not satisfying the needs of the YCH. The services shall proceed vigorously to completion once it is started.

Article 3. Term of Agreement.

The term of this Agreement shall be for a period of _____, commencing on _____ and ending on _____, unless sooner terminated as hereinafter provided.

Article 4. Compensation.

Subject to Contractor's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon Contractor's submission of appropriate invoices, YCH shall pay Contractor _____ per employee per month.

Article 5. Payment For Services.

- 5.1 Contractor shall invoice YCH _____. Within thirty (30) days _____, Contractor shall submit an invoice to YCH for services rendered under the Agreement to the following address:

Yolo County Housing
Attention: Chief Executive Officer
147 W. Main Street
Woodland, CA 95695

The amount due to Contractor shall be _____.

- 5.2 Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Project Manager shall either authorize payment or advise Contractor in writing of any concerns that the Project Manager has with the invoice and any need for further documentation.

- 5.3 Within thirty (30) calendar days of the Project Manager's authorization for payment of an invoice, YCH's Finance Director shall either issue the payment or advise Contractor in writing of any concerns that the Finance Director has with the request and any need for further documentation.
- 5.4 YCH reserves the right to withhold payments in the event of Contractor's performance being materially non-compliant with this Agreement.
- 5.5 Contractor's final invoice shall be clearly marked "FINAL."

Article 6. Compliance With Federal Requirements.

During the term of this Agreement, Contractor shall comply with all Federal requirements described in Exhibit B.

Article 7. Contractor's Responsibility.

- 7.1 Contractor shall be responsible for the services performed under the terms of this Agreement to the extent provided by law. Contractor agrees not to disclose information identified by YCH as proprietary to third parties, unless approved in advance by YCH or required by law.
- 7.2 YCH shall not be held liable or responsible for the maintenance and/or safety of the Contractor's equipment or supplies placed upon YCH's property. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies while on YCH's property.
- 7.3 Any materials, equipment, or work found to be damaged or defective shall be repaired, replaced, or corrected by the Contractor without additional cost to YCH.
- 7.4 Confidentiality. Contractor shall comply with all confidentiality requirements described in Exhibit C. Additionally, Contractor agrees to abide by the following:
 - 7.4.1. Contractor shall not permit on YCH premises any person who is not an employee or principal with the company, and currently on duty.
 - 7.4.2 All paperwork, documents, magnetic, and other media at YCH offices are considered to be the property of YCH, confidential and privileged.
 - 7.4.3 Contractor and its employees are not authorized to read any YCH paperwork or to make use of any equipment, including phones and computers, on or in any desks or offices, without prior consent from the Project Manager.
 - 7.4.4 A violation of this Article 7.4, relating to confidentiality, by Contractor is a material breach of the Agreement and may result in termination of the Agreement at the sole discretion of YCH.

Article 8. Insurance And Workers' Compensation.

- 8.1 Contractor shall comply with all insurance and workers' compensation requirements described in Exhibit D.
- 8.2 Within five (5) business days after the Notice to Proceed is issued, Contractor shall provide to YCH a Certificate of Liability Insurance with Endorsement naming the Housing Authority of the County of Yolo and its employees, agents, and officers as additionally named insured, and providing that the insurance may not be canceled without providing YCH a minimum of thirty (30) days prior written notice of such cancellation. The required insurance shall be maintained in full force and effect for the duration of this Agreement and must be in an amount and format satisfactory to YCH.
- 8.3 Within five (5) business days after the Notice to Proceed is issued, Contractor shall have on file with YCH either a certificate of workers' compensation insurance coverage or a letter certifying that the contractor has no covered employees.

Article 9. Indemnity.

- 9.1 Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Contractor shall indemnify, defend and hold harmless YCH, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this Agreement by Contractor and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by YCH. Contractor shall at its own expense defend any and all such actions, and shall at its own expense pay all costs (including attorney fees), and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against YCH in any such action, Contractor shall at its own expense satisfy and discharge the same.
- 9.2 As a condition to any indemnity under this Article 9, YCH shall notify Contractor promptly of any claim for which it is responsible hereunder. In providing any defense under this Article 9, Contractor shall use counsel reasonably acceptable to YCH.
- 9.3 The provisions of this Article 9 shall survive the termination or expiration of this Agreement.

Article 10. Waiver.

A waiver of any of the conditions or provisions of the Agreement between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Agreement or a waiver of the same condition at a future time.

Article 11. Assignment.

Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or his/her/its right, title, or interest in or to the same or any part hereof without prior written consent from YCH.

Article 12. Public Records Act.

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

Article 13. Termination Of Agreement.

- 13.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.
- 13.2 Termination for Convenience. YCH may terminate this Agreement for convenience by giving Contractor thirty (30) calendar days' advance written notice. Notice of termination shall be by certified mail with return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up, and conclude work without undertaking any new orders, tasks or services. Contractor shall promptly submit its termination claim to YCH to be paid to Contractor.
- 13.3 Termination by Contractor's Breach or Default.
- 13.3.1 In the event that the Contractor fails to perform the terms and conditions of this Agreement, YCH shall have the right to terminate this Agreement.
- 13.3.2 In the event of a breach or default by Contractor under this Agreement, YCH shall be under no obligation to pay to Contractor the compensation amount described in Article 4, or any portion thereof, unless YCH finds Contractor has partially performed said Agreement and said partial performance benefits YCH, under which circumstances YCH shall pay to Contractor that portion of the compensation amount which the part performance bears to the total performance, less all damages and losses suffered by YCH as a result of Contractor's failure to perform.
- 13.3.3 In the event of a breach or default by Contractor under this Agreement, Contractor may be debarred and denied participation of in HUD

programs as a Contractor and a subcontractor as provided for in 24 CFR Part 24.

13.4 Opportunity to Cure. YCH in its sole discretion may, in the case of a termination for breach or default, allow Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YCH's satisfaction the breach or default or any of the other terms, covenants, or conditions of this Agreement within fifteen (15) days after receipt by Contractor or written notice by YCH setting forth the nature of said breach or default, YCH shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YCH from also pursuing all available remedies against Contractor and its sureties for said breach or default.

13.5 Disputes.

13.5.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of YCH's Executive Director. This decision shall be final and conclusive unless within fifteen (15) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Disputes will be resolved in conformance with the requirements of the Agreement. The Executive Director, within sixty (60) days, will decide the dispute or notify Contractor of the date by which the decision will be made. The decision of the Executive Director shall be binding upon the Contractor, unless appealed by Contractor.

13.5.2. Unless otherwise directed by YCH, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

13.5.3. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his/her/its employees, agents or others for whose acts he/she/it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

13.5.4. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between YCH and Contractor arising out of or relating to this Agreement or its breach will be decided by, arbitration if the parties mutually agree, or in a court of competent jurisdiction located in Woodland, California.

- 13.5.5 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCH or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 13.6 The rights afforded to YCH under this Article 13 shall be in addition to any other rights provided by law or set forth in this Agreement. YCH may exercise any or all of such rights which individually or conjunctively will totally compensate YCH for the damages suffered by YCH resulting from the default of Contractor.
- 13.7 In the event that YCH elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by YCH shall not limit YCH's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Article 14. Notice.

- 14.1 Except as otherwise provided in this Agreement, all notices or correspondence to be provided for under Agreement shall be made in writing and either served personally, sent by certified mail with return receipt requested, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To YCH: Yolo County Housing
Attention: Executive Director
147 W. Main Street
Woodland, CA 95695
Telephone No.:(530) 662-5428
Fax No.: (530) 662-5429

To Contractor: _____

- 14.2 Any Party may change the address or facsimile number to which notice or correspondence are to be made by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- 14.3 Service of notices or correspondence shall be deemed complete on the date of receipt if personally served, if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission, or if sent by certified mail with return receipt requested. However, if signature is refused on a notice or correspondence sent by certified mail with return receipt requested, then service shall be deemed complete three (3) days after the recipient refuses to sign. Service of notices or correspondence shall be deemed