



Regional District of Nanaimo
Request For Proposal

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Regional District of Nanaimo invites qualified and experienced firms to submit a proposal for the provision of an Employee and Family Assistance Program.

Attached are the Instructions to Proponents, Terms of Reference, Appendix A – Proponent Information and Agreement Form, Appendix B – References.

The Regional District of Nanaimo appreciates all proposal responses; however, only short-listed or Successful Proponents will be contacted.

September 8, 2016

1.0 Terms and Conditions

- 1.1. The following definitions, instructions, terms and conditions apply to all Proposals related to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms contained in this RFP and that are included in any the RDN issued by the RDN.

2.0 Definitions

- 2.1. "Contract" means the written agreement resulting from this Request for Proposal.
- 2.2. "Proponent" means the person submitting a proposal.
- 2.3. "Proposal" means a submission in response to this request for proposals;
- 2.4. "Provider" means the successful proponent;
- 2.5. "RFP" means this request for proposals
- 2.6. "RDN" means the Regional District of Nanaimo.
- 2.7. "must", "shall" or "mandatory" means a requirement that must be met in order for the proposal to receive consideration;
- 2.8. "should" or "desirable" means a requirement having a significant degree of importance to the objective of the request for proposals, but which the RDN would strongly prefer to be fulfilled, and which the RDN may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal;

3.0 Administrative Requirements

- 3.1. Proposals must be returned in a sealed envelope clearly marked "Employee and Family Assistance Program", addressed to Regional District of Nanaimo, Human Resources Department, 2nd Floor, 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2, Attention: Kelli Dolan, Manager, Human Resources.
- 3.2. Proposals must be received at the Regional District of Nanaimo no later than **2:00 p.m., Pacific Standard Time, October 6, 2016.**
- 3.3. Proposals received and not conforming to Items 3.1 and 3.2 above, will be returned (unopened) to Proponent(s) without consideration.
- 3.4. The Regional District of Nanaimo will not accept proposals received via facsimile machine or email.

- 3.5. Proposals, rather than tenders, have been requested in order to provide Proponents a more flexible opportunity to describe the Proponent's expertise and innovation, and thereby satisfy the RDN's needs in a more cost-effective manner.
- 3.6. Proposals are to be based on these instructions and the attached Terms of Reference.
- 3.7. Proposals must be in English.
- 3.8. Prices are to be quoted in Canadian dollars with disbursements and applicable taxes shown as separate items in the Proposal.
- 3.9. Proposals should clearly show the Proponent's complete company name, nearest location to the Regional District of Nanaimo, and name, e-mail and telephone number of primary contact person(s).
- 3.10. All Proposals submitted should include two (2) bound copies of your proposal, (preferably duplex printed and bound in an 8½" x 11" format; please do not use three-ring binders or include a copy of the original proposal or addenda with your response).
- 3.11. All proposals should include a digital copy of their complete proposal in pdf format suitable for printing. If there is any inconsistency between the paper form of a Proposal and the digital copy, the paper form in the custody of the RDN prevails.
- 3.12. Responses may be withdrawn before the deadline upon written notice (facsimiles and e-mails of notice will be accepted) addressed to Kelli Dolan, Manager, Human Resources at the above noted address. Notices of withdrawal may be faxed to 1-250-390-4163 or e-mailed to kdolan@rdn.bc.ca.
- 3.13. Responses withdrawn may be replaced by alternative responses providing written notice that an alternative proposal will be submitted (facsimiles and e-mails of the notice (but not the alternative response) will be accepted) is delivered to the Manager, Human Resources at least twenty-four hours before the deadline for the closing noted herein.
- 3.14. No Proponents may withdraw their proposal for a period of 90 days after the actual date of closing.
- 3.15. After the closing time and date all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 3.16. The RDN reserves the right to modify the terms of this RFP at any time at its sole discretion. Such modifications will be communicated through formal addenda. Any addenda to this Request for Proposal will be posted on the Regional District of Nanaimo's web site located at <http://rdn.bc.ca/>. **It is the sole responsibility of the Proponent to make sure that it receives all addenda prior to the closing date and acknowledge receipt of the addenda in the Cover Letter.**
- 3.17. There is no information meeting scheduled for this RFP.

4.0 Confidentiality

- 4.1. All documents and other records in the custody of or under the control of the RDN are subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”) and other applicable legislation.
- 4.2. The RDN will endeavour to respect and protect the confidentiality of information relating to ideas and strategies and other confidential commercial and financial information submitted by the Proponent. All documents and information will be treated as being supplied in confidence within the meaning of FOIPPA, subject to FOIPPA, or other applicable legislation.
- 4.3. The successful Proponent may be provided access to confidential RDN information solely for the purpose of completing this project. Any use of the information for purposes other than those stated is in contravention to this RFP and may result in the cancellation of this RFP or may result in the Proponent who uses the information in such a manner having their Proposal rejected, in addition to any other legal remedies available to the RDN.

5.0 Conflict of Interest

- 5.1. Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Proposals will not be evaluated if the Proponent’s current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the RDN.

6.0 Cancellation

- 6.1. The RDN reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

7.0 Proponents’ Expenses

- 7.1. Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the RDN, if any. Without limiting any other term of this RFP, if the RDN elects to reject all proposals, the RDN will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

8.0 Responsibility of Proponents

- 8.1. While the RDN has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The RDN makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the proposal. Each Proponent is responsible for informing themselves as to the contents and requirements of this proposal. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Request for Proposal and to prepare and submit their proposal.

- 8.2. If a Proponent is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to Kelli Dolan, Manager, Human Resources via e-mail to kdolan@rdn.bc.ca and, if deemed necessary by the RDN, an addendum will be posted at <http://rdn.bc.ca/>.

9.0 Limitation of Damages

- 9.1. Proponents acknowledge that the RDN, in the preparation of the Request for Proposals, supply of oral or written information to Proponents, review of Proposals or the carrying out the RDN's responsibilities under this Request for Proposals, does not owe a duty of care to the Proponents and each Proponent by submitting a Proposal waives for itself, its successors and assigns, the right to sue the RDN for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Request for Proposals, supply of oral or written information to Proponents, review of Proposals, or carrying out the RDN's responsibilities under this Request for Proposals, with the exception of fraud on the RDN's part.

10.0 Solicitation

- 10.1. If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Chairperson, any Director, officer or employee of the RDN with respect to the Proposal, whether before or after the submission of the Proposal, the RDN shall be entitled to reject the Proposal.

11.0 Evaluation Process

- 11.1. Evaluation of Proposals will be by a committee and may include employees and/or contractors of the RDN. All evaluators will be bound by the same standards of confidentiality.
- 11.2. The RDN's intent is to enter into a Contract with the Proponent who has submitted the best offer. The RDN reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price. The RDN expressly reserves the right in its sole unrestricted discretion to:
- (a) accept any Proposal which the RDN deems most advantageous to itself;
 - (b) reject any and/or all irregularities in a Proposal submitted;
 - (c) waive any defect or deficiency in a Proposal that does not materially affect the Proposal and accept that Proposal;
 - (d) reject any and/or all Proposals for any reason;
 - (e) accept a Proposal which is not the lowest priced Proposal;
 - (f) to make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as the RDN deems relevant even though such criteria may not have been disclosed to the Proponent; and
 - (g) to cancel or reissue the RFP without any changes for any reason, including in the event that only one compliant Proposal is received, and/or if the pricing submitted in Proposal(s) exceeds the estimated budget for this project.
 - (h) to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

While previous experience with the RDN is not required and does not in any way confer an advantage, the RDN's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The RDN reserves the right to rely upon its records, references and recollection in this regard. The RDN may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

The RDN reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.

By submitting a proposal, the Proponent acknowledges the RDN's rights under this clause 11.2, and without limiting any other provisions of the RFP, absolutely waives any right of action against the RDN for the RDN's failure to accept the Proponent's proposal.

12.0 Notice of Award

- 12.1. Kelli Dolan, Manager, Human Resources will notify the successful Proponent that its Proposal has been selected.
- 12.2. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract or when the RDN issues a purchase order to the successful Proponent.

13.0 Enquiries

- 13.1. All enquiries regarding this Request for Proposal must be directed in writing to Kelli Dolan, Manager, Human Resources via email to kdolan@rdn.bc.ca. All questions should be received at least 5 (five) days prior to the closing time and date.
- 13.2. Any verbal representations, promises, statements or advice made by employees of the RDN other than that offered through Kelli Dolan, Manager, Human Resources should not be relied upon.

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being considered. Proponents are asked to structure proposals in sequential order as listed below.

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Cover Letter

0 Points

Your proposal should include a Cover Letter containing the following information (Appendix A may be used for this purpose):

- Company name, address, website address, telephone number, fax number, e-mail address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Acknowledgment of any addenda issued for this Request for Proposal.

Experience and Qualifications of the firm

20 Points

Provide a description of your company, including the following:

- A general statement of competence and expertise.
- Overview of the company, with a profile and brief history of the Proponent. (Include a copy of your latest annual report).
- The business carried out by the office and the company in terms of similar clients, and other similar work undertaken.
- A list of staff who will be assigned to this project.
- A list of similar projects that the assigned staff have completed.
- Years of experience of the assigned staff in providing the identified services to similar clients.

Approach and Methodology

25 Points

The Proponents should briefly communicate their understanding of the RDN's business and how the proposal will best meet the requirements.

Proof of Insurance and WorkSafeBC Coverage

0 Points

The Proponent should provide proof of the insurance stated as being required under Scope of Service of the Terms of Reference.

The Proponent should provide proof of registration as an employer with WorkSafeBC.

References

10 Points

Provide contact names and telephone numbers of four clients that you have provided an Employee and Family Assistance Program for that are of a similar size and/or complexity to the RDN. Any or all references provided by Proponent may be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided. (Appendix B may be used for this purpose)

Cost of Services

35 Points

Provide two to four options for the cost of services with the following information:

1. Fee for service
2. Cost per employee per month
3. Cost for additional services

Include additional cost, if any, associated with utilization in excess of that estimated, and the fee reimbursement associated with utilization below that estimate.

**Regional District of Nanaimo
REQUEST FOR PROPOSAL – EMPLOYEE AND FAMILY
ASSISTANCE PROGRAM**

TERMS OF REFERENCE

SCOPE OF SERVICE

The RDN requires the following elements as part of the service to be provided:

1. The provision of professional support to employees and family dependents to help manage their work and life responsibilities including support for family, financial, career, legal issues and health promotion.
2. The ability to provide professional, confidential counselling services that are suited to individual preferences and needs through a variety of modalities including in-person, by telephone and online.
3. Critical Incident Stress Debriefing.
4. Provide intake, risk assessment, crisis intervention and client-counsellor matching with comprehensive assessments and goal setting through a network of experienced counsellors, with a minimum of a Master's degree in Counselling, Psychology or Social Work and a minimum of 5 (five) years' clinical experience.
5. Case management services, referrals and bridging to community based resources for issues requiring long term solutions.
6. Short term, solution-focused counselling – up to 5 (five) sessions per person per calendar year with the ability for the Provider to request additional hours in extenuating circumstances through the RDN's designated contact person.
7. Personal crisis situation, an appointment must be available for an assessment within 24 (twenty-four) hours.
8. Provide an online health and wellness resource library for access by eligible users.
9. Maintenance of confidentiality for both employee and employer.
10. Provide advice and/or consultation to managers and superintendents.
11. Ensure counsellors are registered and in good standing with the College of Psychologists of BC, the Canadian Psychological Association, the Canadian Professional Counsellors Association, the Canadian Counselling and Psychotherapy Association, the BC College of Social Workers, or the BC Association of Clinical Counsellors

PROVIDER'S OBLIGATIONS

The Provider will:

1. Provide quarterly and annual statistical reports summarizing program usage, key issues and broad client demographic whilst maintaining the confidentiality of individual users; and the ability to provide ad hoc statistical reports as required.
2. Create promotional and educational materials, including newsletters and bulletins for employees on topics of interest, wallet cards, posters, education and awareness materials.
3. Provide training sessions to managers, superintendents and key contacts on EFAP services provided.
4. Develop a marketing plan to introduce the EFAP program to RDN employees.
5. Not disclose any information, data or confidential information of the RDN to any person, other than representatives of the RDN duly designated for that purpose in writing by the RDN, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under the Contract resulting from this RFP.

Ensure the privacy and confidentiality of the personal information of RDN employees and their family dependents obtained through the provision of the services provided under the Contract in accordance with legal principles and professional standards.

6. At its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:
 - a. Commercial General Liability and Property Damage \$2,000,000.00
 - b. Automobile Insurance (owned and non-owned) \$2,000,000.00
 - c. Errors and Omissions \$5,000,000.00

In all policies of insurance required under the Contract (except automobile insurance on vehicles owned by the Provider), name the RDN as an additional insured and ensure that all such policies contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the RDN.

Ensure that any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RDN.

Provide to the RDN at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under the Contract is in force.

Maintenance of such insurance and the performance by the Provider of its obligation under this clause shall not relieve the Provider of liability under the indemnity provisions under the Contract.

RDN'S OBLIGATIONS

In order to complete the requirements, the RDN will provide the Provider with the following items or services:

1. Statistical Background information on previous usage volumes.

TERM

1. The term of the Contract is for a period of 36 calendar months, with dates to be determined following completion of the RFP process, and subject to earlier termination as provided in the Contract.
2. The term of this Contract may be extended for a further 24 calendar months, providing an agreement is reached between the RDN and the Provider within 60 days prior to the expiration of the existing Contract.

APPENDIX A – PROPONENT INFORMATION AND AGREEMENT FORM
(should be completed and returned with proposal)

PROPONENT INFORMATION

Legal Business Name: _____

Address: _____

Contact Person: _____

Contact Information: _____

(tel / cell / fax / email)

PROPONENT AGREEMENT

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Instructions to Proponents, the Terms of Reference and the Sample General Services Agreement, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

To acknowledge receipt of each addendum, each addendum number issued should be noted below with a signature of an authorized representative of the organization, as being received.

Addendum No. 1 Signature _____ Date _____

Addendum No. 2 Signature _____ Date _____

Addendum No. 3 Signature _____ Date _____

APPENDIX B – REFERENCES

Reference 1	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
Reference 2	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
Reference 3	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
Reference 4	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	