

**NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST
NOTICE OF REQUEST FOR PROPOSALS**

ACKNOWLEDGMENT OF RECEIPT

Description: **EMPLOYEE ASSISTANCE PROGRAM**

Solicitation/Contract: **RFP 2018-01**

Issue Date: **November 29, 2017**

Due Date: Thursday, January 25, 2018 by 5:00 p.m.

Please provide the requested information below as acknowledgment that you have received our Request for Proposals (RFP) referenced above. It is **strongly recommended** that interested offerors complete this acknowledgment and return via e-mail to Robert.Sedillo@coconino.edu or by facsimile to Purchasing at (928) 226-4105.

Only firms returning completed acknowledgments as instructed above will receive addenda to this Request for Proposals.

Acknowledgement of all issued addenda will be required on the Offer Form, as part of the proposal submittal. Proposals submitted without this acknowledgement may be subject to rejection.

Name of Firm: _____

Address: _____

Contact Name: _____

Title: _____

Phone Number: (____) _____ - _____

E-mail Address: _____

Signature: _____

Date: _____

E-mail this completed form to robert.sedillo@coconino.edu or fax to: 928-226-4105.

**NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT
TRUST**

REQUEST FOR PROPOSAL

RFP2018-01

EMPLOYEE ASSISTANCE PROGRAM

Proposal Due By:

Thursday, January 25, 2018 BY 2:00 p.m.

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**Northern Arizona Public Employee Benefit Trust
RFP 2018-01**

1.0 Introduction

Northern Arizona Public Employee Benefit Trust (NAPEBT) is a consortium of 6 government agencies that offer benefits to the 3,200 benefit eligible employees, each agency shall have to option for dependent and part time employee coverage. The Trust was formed in 1993 to provide a comprehensive and cost effective benefits package by combining resources and leveraging the buying power of a group of public employers. Purchasing benefits through NAPEBT has increased the ability to sustain a better benefits package long-term than any of these public employers could provide independently. Website www.napebt.com

1.1 This RFP is being issued by Coconino Community College as the lead agency for the Northern Arizona Public Benefit Trust (NAPEBT). The employers insured through NAPEBT for the purpose of this RFP are as follows and can collectively be referred to as Employers or NAPEBT or individually as noted following the Employer's name:

- Coconino Accommodation School District, (CCASD)
- Coconino Community College, (CCC)
- Coconino County, (CC)
- Flagstaff Unified School District, (FUSD)
- Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)
- The City of Flagstaff, (COF)

2.0 Purpose

NAPEBT herewith invites Proposals from qualified companies, pursuant to A.R.S. § 41-2533/4, "Competitive Sealed Bidding/Proposals," for review and consideration to provide NAPEBT with Employee Assistance Program services. The scopes of work, and pricing structures are outlined in Appendix A of this package. The specifications contained within this document are intended only to provide offerors with sufficient information to prepare complete responses to the RFP.

3.0 RFP Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time in Arizona Time</u>
Issue RFP	November 29, 2017	N/A
Pre-Proposal Conference	January 4, 2018	10:00 am
Deadline for Questions/Clarifications	January 11, 2018	5:00 pm
Proposal Due Date	January 25, 2018	2:00 pm

4.0 Pre-Proposal Conference

A pre-proposal conference has been scheduled for Thursday, January 4, 2018 at 10:00 a.m., Arizona Time at Coconino Community College (Board Room), 2800 S. Lone Tree, Flagstaff, AZ 86005. Although attendance is not mandatory vendor are strongly encouraged to attend.

The purpose of the conferences is to clarify the contents of this RFP in order to prevent any misunderstanding of NAPEBT's requirements and position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the Director of Purchasing at that time. Any significant discussion elements that arise during the conferences will be addressed in an Addendum, to be distributed to all firms who have submitted a completed Acknowledgement of Receipt form.

5.0 Proposal Contents and Submittal Instructions

Responsive proposals must include the following information. Missing forms or otherwise incomplete proposals may be rejected as non-responsive.

5.1 Requirements: All potential firms MUST meet each of the following minimum requirements:

- Have a documented history of at least three (3) years providing the services described in the request for proposal.
- Provide services Coconino County wide including but not limited to; Page, Fredonia, Leupp, Tuba City, Williams, Grand Canyon, and Sedona
- Be HIPPA privacy law compliant
- Be FERPA law compliant

5.2 Proposed Pricing

Please provide your proposed pricing on the Pricing Forms included in Appendix A. Any product pricing must be included in your overall service fees - no additional reimbursement will be provided for products, supplies, and/or materials. The appropriate form(s) corresponding to the site(s) you are proposing services for must be provided, no substitutes will be permitted. Back up documentation may be submitted in addition to the form(s), but not as replacement for the form(s).

5.3 Non-Discrimination Compliance

A statement that the firm does not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75.5, and that it complies with all other applicable State and Federal Laws, Rules, Regulations and Executive Orders.

5.4 Required Proposal Forms

In addition to the information described above, Offerors must include the following completed forms in their proposal, all of which are provided in Appendix A of this RFP:

- Non-Collusion Affidavit Form (must be notarized)
- Pricing Form(s)
- Offer Form

5.5 Signatures

All documentation requiring signatures relative to this RFP may only be signed by the company's owner or other authorized representative.

5.6 Submittal Instructions:

NOTICE IS HEREBY GIVEN that this RFP is being issued by Coconino Community College as the lead agency for NAPEBT. NAPEBT shall follow the most stringent requirements of any of the member agencies in the solicitation, evaluation and any other procedures relating to issuing this RFP.

5.6.1 Interested companies shall provide in a sealed envelope, package or other container, ten (10) printed copies of the proposal, which shall be submitted no later than 2:00 p.m., MST, January 25, 2018, to:

Robert Sedillo, Director of Purchasing and Auxiliary Services
Coconino Community College
2800 S. Lone Tree Rd.
Flagstaff, AZ 86005

5.6.2 All Proposals must be completed in ink and printed or typewritten. Proposals may be sent via U.S. mail, Federal Express, UPS, or other shipper; or they may be hand-delivered to the address above. Proposals must be clearly identified with the RFP name and number, proposer's company name, mailing address, and phone number.

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED!!!

5.7 Public Opening:

In accordance with ARS 41-2534, proposals submitted by the due date and time shall be publicly opened, and the name of each proposer announced and recorded. All other information contained in the proposals shall be kept confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall be open for public inspection following contract award

5.8 Right to Reject

NAPEBT may, at its discretion, reject any or all Proposals submitted in response to this Request for Proposals. Failure to return the Proposal documents as instructed may constitute a non-responsive proposal and could be cause for rejection.

5.9 Contractor's Cost of Proposal Preparation

Costs incurred in preparation of the submittal, or incurred in any manner in response to this document are the responsibility of the proposer and will NOT be paid or reimbursed by NAPEBT or any of the a fore noted Employers.

5.10 Proposal Changes

Erasures, interlineations or other modifications in the Proposal shall be initialed by the person signing the firm's offer.

5.11 Proposer's Responsibility to Clarify Content

It is the responsibility of all proposers to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

5.12 Proposal Non-commitment

This RFP does not constitute a commitment by NAPEBT to award a contract. NAPEBT reserves the right to waive any formalities or irregularities, clarify proposal contents, and to reject any or all Proposals and/or cancel the Request for Proposals. The selection of the top company shall be based on merit and qualifications. The award shall be made on the Proposal that serves the best interest of NAPEBT and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

6.0 Contact Information

All communications concerning this RFP must be sent to Robert Sedillo, Director of Purchasing & Auxiliary Services, by e-mail (preferred) at robert.sedillo@coconino.edu or by phone at (928) 226-4283. In the interest of fair and open competition, Offerors must not contact other NAPEBT members, staff, managers, or Board members regarding this RFP.

Interested Offerors are encouraged to submit any questions or requests for clarifications of the RFP documents or process to the Director of Purchasing and Auxiliary Services by the deadline shown above. Any such submittals shall be responded to in writing in the form of an addenda and distributed to all firms who have submitted a completed Acknowledgement of Receipt form.

7.0 Proposal Evaluation Criteria Once proposals are received, opened, evaluated, and scored against the criteria detailed in this RFP, NAPEBT shall identify a competitive range of proposers who appear to be qualified and experienced to provide the specified service and/or products requested and whom can meet the described specifications identified in Appendix A. NAPEBT may wish to interview Offerors, and/or request Best and Final Offers (BAFO's) from the proposers in this competitive range to negotiate pricing, terms and conditions.

Pricing shall not be the only determining factor for selection. The Offeror(s) offering the most advantageous proposal(s) to NAPEBT will be identified and the Offeror will be notified of NAPEBT intent to award a contract. Depending on the contract value, approval by various Governing Boards may be required. A contract shall be issued to the selected Offeror for signature, then signed by an NAPEBT authorized representative, and copies distributed.

The following criteria will be used to evaluate the written proposals and are shown in descending order of importance.

- Company History, Qualifications & Experience
- Proposed Services (Basic and Optional)
- Value-added Services
- Proposed Pricing

8.0 General Contractual Conditions

A. Required Provisions Deemed Inserted

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

B. Conflicts in the Contract

In the event two (2) points of the contract conflict, NAPEBT shall have sole discretion as to which shall control.

C. Assignment of Contract

No assignment by contractor of any funds to be received under the contract will be recognized unless such assignment has had the prior written approval of the NAPEBT, the surety has been given due notice of such assignment and such surety also has furnished written consent. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under the assignment are subject to performance by the contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials".

D. Indemnity (including Patents, Copyrights, and Royalties)

Contractor agrees to defend, indemnify, and hold harmless NAPEBT, its officers, employees, agents, and contractors from and against any and all claims, demands, losses, damages, costs, and expenses, including attorney's fees, arising out of the project contemplated by this contract. Contractor will indemnify NAPEBT in cases of strict liability and regardless of any conduct, negligence or fault alleged against NAPEBT, it being the intention of the parties that NAPEBT be completely indemnified.

The contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless NAPEBT, its agents and employees against any claims, damages, judgments, or expenses resulting from a claim that any equipment or other material provided by the contractor under its Bid/Proposal and the contract documents infringes a copyright, patent, trademark or other proprietary right, or constitutes misuse of a trade secret or confidential information, and will defend, at its own expense, any suit or proceeding brought against NAPEBT or its agents alleging such infringement or misuse. NAPEBT shall promptly notify the contractor of any claim and shall cooperate with contractor in the defense of any such claim. The defense will be under the sole control of the contractor.

E. Unauthorized Obligations; Effect; Liability

Per Arizona Revised Statute § 35-154: "No person shall incur order or vote for the insurance of any obligation against the state or for any expenditure not authorized by an appropriation and an allotment. Any obligation incurred in contravention of this chapter shall not be binding upon the state and shall be null and void and incapable of ratification by any executive authority to give effect thereto against the state.

Every person incurring or ordering or voting for the incurrence of such obligations, and his/her bondsman, shall be jointly and severally liable therefore. Every payment made in violation of the provisions of this chapter shall be deemed illegal, and every official authorizing or approving such payment, or taking part therein, and every person receiving such payment, or any part thereof, shall be jointly and severally liable to the state for the full amount so paid or received."

- F. Liability to Third Parties
The contractor shall indemnify and hold harmless the NAPEBT, its agents and employees from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the contractor's negligent acts or omissions, theft, vandalism, fire, floods, other natural occurrences.
- G. Offer and Acceptance Period
Proposals are an irrevocable offer for one-hundred and twenty (120) calendar days after the proposal opening time and date.
- H. Term of the Contract
The initial term will be for one year from date of signing. The contract may be extended, upon mutual written agreement from both parties, for up to **four (4) additional years** for services related to employee assistance program. The total term of the contract, including extensions, may not exceed five (5) years
- I. Contract Termination for Convenience
NAPEBT may, by written notice to the Contractor, terminate all or any part of this contract for the NAPEBT's convenience with thirty (30) calendar days' written notice. In the event Contractor is terminated, Contractor's entitlement shall be based on non-recurring costs not recovered, finished goods not yet delivered, work in process, and materials and inventories not usable on other projects, and shall be received by NAPEBT within 30 calendar days of the effective date of termination. NAPEBT shall have the option to verify supporting detail and records of such Proposals and negotiate an equitable adjustment. No amount for anticipated profit on work not performed will be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Contract exceed the contract's total price. Any termination shall not affect either party's obligations as to any un-terminated portions of the Contract. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take such other action as may be necessary or as NAPEBT shall direct to minimize the cost of termination to the Contractor. In addition, Contractor shall take such actions as may be necessary or as NAPEBT may direct for the transfer, protection, or preservation of property and other rights that become NAPEBT's as a result of termination. Contractor shall promptly refund NAPEBT any payments in excess of the sum of payments due for (1) accepted goods, (b) the un-terminated portion of the contract, and (c) termination charges hereunder.
- i. Termination for non-appropriation of funds:
The Trust may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- J. Licenses
The selected company shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.
- K. Acceptance / Definitions
Any purchase order or contract issued as a result of this RFP expressly limits acceptance to the terms and conditions stated therein, the specifications hereto, and any additional terms and conditions incorporated into and attached hereto, and supersedes all preprinted or other terms and conditions of any Contractor purchase order or acknowledgment submitted concurrently with or pursuant to the purchase order/contract. Any additional or different terms proposed by the Contractor are rejected unless specifically accepted in writing by NAPEBT or any one of the Employers.

Any purchase order or contract issued as a result of this RFP becomes a binding contract subject to the terms and conditions set forth and incorporated herein when accepted by acknowledgment or by Contractor's performance.

The purchase order and contract constitutes the complete and final agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representation not otherwise expressly stated herein. No other terms and conditions or modifications and changes to the purchase order shall be binding upon NAPEBT unless agreed to in writing by NAPEBT or any one of the Employers.

"NAPEBT" or any one of the "Employers" means the entity issuing purchase orders/contracts for goods or services.

"Contractor" means the person, firm, or corporation, from which NAPEBT is purchasing goods or services, or some combination thereof; the seller.

L. Delivery – Time is of the Essence

Deliveries are to be made in quantities and at times specified herein. If Contractor's deliveries shall fail to meet schedule, NAPEBT, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Contractor's account.

NAPEBT may, in accordance with paragraph 9.E, "Contract Termination for Cause/Default," terminate all or part of this Order in the event Contractor fails to deliver Goods as required herein.

NAPEBT shall not be liable to Contractor's commitments or production arrangements in excess of the amount or in advance of the time necessary to meet NAPEBT's delivery schedule.

Delivery in accordance with specifications does not constitute acceptance by NAPEBT under this order. Risk of loss of goods shall be Contractor's prior to passage of title and NAPEBT's after passage of title.

M. Inspection

NAPEBT shall have the right to inspect and test, or witness testing of, Goods at any time prior to shipment, and within a reasonable time after arrival at the ultimate destination. Goods shall not be deemed acceptable until after final inspection.

The making or failure to make any inspection of or payment for or acceptance of Goods shall in no way impair NAPEBT's right to reject nonconforming Goods, or to avail itself of any other remedies to which NAPEBT may be entitled, notwithstanding NAPEBT's knowledge of the nonconformity, its substantiality, or the ease of the discovery.

N. Invoice Payment

NAPEBT shall pay Contractor's invoices for all charges incurred which are at the agreed rate set forth within thirty (30) calendar days after receipt of the invoice. The minimum pay period to be invoiced is every two (2) weeks, unless specifically excluded. All invoices must be accompanied by supporting documentation.

O. Shipping Terms

Shipping Terms are F.O.B. Destination, freight prepaid and allowed.

P. Warranty

Contractor shall provide all Goods and perform all Services hereunder to the satisfaction of NAPEBT during the term of any purchase order or contract resulting from this RFQ/RFP/RFP.

Contractor warrants that its performance of the services and goods provided by Contractor under any purchase order or contract resulting from this RFP shall comply with all applicable laws, standards, and regulations, whether governmental or industrial, in effect on the date of delivery or known in the industry to become effective after such date.

The Contractor warrants to NAPEBT that all materials and equipment furnished under any purchase order or contract resulting from this RFP will be new unless otherwise specified, free from defects in material and workmanship (including damage due to unsatisfactory packaging by Contractor), and shall be in compliance with NAPEBT's specifications, drawings, and samples.

All goods furnished hereunder shall be merchantable, suitable for their intended use, and to the extent such Goods are not manufactured pursuant to detailed designs furnished by NAPEBT, free from defects in design.

All services shall be performed in a professional and workmanlike manner consistent with best industry practices and in accordance with the RFP attached and made part of hereof.

All Services not conforming to these requirements, including substitutions not properly approved and authorized by the NAPEBT, may be considered defective and not in accordance with the specifications contained herein. If required by the NAPEBT, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided under any purchase order or contract issued as a result of this RFP.

The period of this warranty shall be twelve months after delivery to NAPEBT or for such longer period as may be offered by Contractor or Contractor's suppliers. Notice of defect except latent defect or one concealed by Fraud may be given to Contractor at any time within the warranty period, and Contractor shall, at NAPEBT's option, promptly repair or replace defective goods at its own expense.

The warranties of Contractor and remedies of NAPEBT shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to NAPEBT, its successors, assigns, customers, and users of its products.

Contractor represents and warrants to NAPEBT that in performing services, the Contractor will not be in breach of any agreement with a third party.

Q. Ownership of Property

Unless otherwise agreed in writing, any tangible property including, but not limited to, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, and all other equipment or material furnished to Contractor by NAPEBT, or developed in performance of NAPEBT's purchase order, are the property of the NAPEBT.

Contractor shall not substitute any property for NAPEBT's property except in filling NAPEBT's purchase order or as otherwise directed by NAPEBT. Such property while in the Contractor's care, custody, or control shall be maintained in good condition at Contractor's expense and risk and shall be kept insured by Contractor at Contractor's expense in an amount equal to the replacement cost with loss payable to the NAPEBT.

R. Insurance

The selected company will be required to secure and maintain throughout the term of this agreement, the following list of insurance coverage:

- 1) **Comprehensive General Liability Insurance** with coverage of at least \$1,000,000 per occurrence. Equipment hired, leased and owned shall be covered. NAPEBT and NAPEBT Foundation agents, representatives and employees are to be named as additional insured.
- 2) **Worker's Compensation Insurance** with coverage as required by the State of Arizona of Workers Compensation Statutes.
- 3) **Comprehensive Automobile Liability Insurance** including schedules, hired, owned and non-owned autos of \$1,000,000 combined single limit listing. NAPEBT and NAPEBT Foundation agents, representatives and employees as additional insured.

S. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting NAPEBT and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor, if determined to be a Business Associate under HIPAA regulations, may be required to sign a Business Associate Agreement with NAPEBT (as a Covered Entity), to document the parties' obligations to ensure compliance with HIPAA Privacy and Security Rules governing the confidentiality of Protected Health Information (PHI).

9. **Other Contractual Issues**

A. Procedure

Either party may issue requests for changes in the contract. Such request shall be in writing, if accepted in writing by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of the NAPEBT, a need for immediate action exists, the contractor may be directed to proceed on a time and materials basis with the proposed change. However, such action must be followed up and documented in writing.

B. Specification Clarifications

If the contractor believes that any clarification in fact constitutes a change to the contract, they shall so notify NAPEBT in writing, identifying all associated changes to the contract.

C. Justification of Errors

No pleas as to acts, orders or supervision of NAPEBT (or any other person) shall be admitted in justification of any errors or departure from terms of the contract unless specifically permitted in writing.

D. Right Under Breach of Contract

In the event any provision of the contract is violated, NAPEBT may serve notice on the contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) business days after serving such notice, such violation shall cease and satisfactory arrangements for correction be made, NAPEBT may suspend the contractor's

right to proceed or NAPEBT may terminate the contract.

E. Contract Termination for Cause/Default

NAPEBT reserves the right to cancel the whole or any part of the contract due to failure of the contractor to carry out any term, promise or condition of the contract. NAPEBT will issue upon not less than ten (10) business days written notice of default to the contract for acting or failing to act as in any other following:

- 1) In the opinion of the NAPEBT, the contractor does not meet the requirements of the contract;
- 2) In the opinion of the NAPEBT, the contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the NAPEBT, the contract attempts to impose on the services, which is not acceptable to the NAPEBT;
- 4) The contractor fails to complete the required work or provide the required services, which is not acceptable to the NAPEBT;
- 5) In the opinion of the NAPEBT; the contractor fails to make progress in the performance of the requirements of the contract and/or gives the NAPEBT a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The College may resort to any single or combination of the following remedies:

- 1) Cancel any contract for any of the above stated reasons;
- 2) Reserve all rights or claims to damage for breach of any covenants of the contract;
- 3) Perform any test or analysis on materials to confirm conformance in all respects to the specifications of the contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the contractor;
- 4) In case of default, NAPEBT reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor.
NAPEBT may recover any actual excess costs by:
 - a) Deduction from an unpaid balance;
 - b) Collection against the bid and/or performance bond, or;
 - c) Any combination of the aforementioned remedies or any other remedies as provided by law.

F. Suspension

In exercising the NAPEBT's right to secure completion of the work under any of the provisions hereof, NAPEBT shall have the right to exercise sole discretion as to the manner, methods and reasonableness of costs of fulfilling the contract. The rights of NAPEBT to suspend or terminate as herein provided shall be cumulative, not exclusive, and shall be in addition to any other remedy provided by law.

G. Advertising

No mention shall be made in any advertising or articles in any publication relating to this arrangement without the written approval of the NAPEBT.

H. Confidentiality of Records

The contracted company shall establish and maintain procedures and controls that are acceptable to NAPEBT for the purpose of assuring that no information contained in its records or obtained from NAPEBT or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the NAPEBT. The contracted company also agrees that any information pertaining to individual persons shall not be divulged other than to

employees or officers of contractor as need for the performance of duties under the contract, unless otherwise agreed to in writing by the NAPEBT.

OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

- i. NAPEBT information that is required to be kept confidential will be kept so in perpetuity. for purposes of this Contract, Confidential Information is defined as any and all NAPEBT information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding NAPEBT employees and students, personal health information (as defined by the Healthcare Information Protection Accountability Act), and other personally identifiable information protected by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by NAPEBT such as institutional financial and performance records.
- ii. Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- iii. Contractor agrees that Confidential Information provided to it, or to which it may potentially have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under this Contract.
- iv. Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose NAPEBT Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor shall remain legally and financially liable for any unauthorized disclosure of the NAPEBT's Confidential Information by those subcontractors.
- v. If a Contractor staff person or Contractor subcontractor potentially will have access to NAPEBT's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ they may not perform any work involving such access until they have received NAPEBT's privacy and security training, and/or accepted and agreed to adhere to NAPEBT's privacy and security policies and procedures.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by NAPEBT's Chief Information Officer or General Counsel.
- vi. As noted in Section 6, Paragraph S, Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. Contractor shall safeguard those records and limit access to

those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting NAPEBT and Contractor to release the information according to the authorization. At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.

- vii. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed NAPEBT's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate NAPEBT representative with copies of those policies and plans upon request.
- viii. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to NAPEBT. Contractor will supply the appropriate NAPEBT representative with copies of those policies upon request.
- ix. Contractor will inform NAPEBT's Chief Information Officer and the Office of General Counsel immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which NAPEBT may be required to perform a risk assessment and/or provide a notification under applicable law, at which point NAPEBT internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep NAPEBT Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,
- x. Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.
- xi. For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to NAPEBT, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.

- xii. If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving Confidential Information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold NAPEBT, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney fees and court costs) of any kind relating to the disclosure of Confidential Information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold NAPEBT harmless from claims of any kind relating to the disclosure of NAPEBT's Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- xiii. To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.
- xiv. If the RFP specifically requires the Contractor to submit NAPEBT **External Entity Due Diligence Questionnaire** before Contract award, Contractor will be required to promptly update and resubmit the questionnaire if it makes any revisions to its practices and policies that materially change its responses to that questionnaire.
- xv. If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains NAPEBT Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

I. Equal Opportunity Institution

NAPEBT is an affirmative action, equal opportunity organization and is committed to providing equal employment opportunity and complies with applicable federal, state, and local laws, statutes, orders and regulations prohibiting discrimination on the basis of race, color, religion, sex, age, national or ethnic origin, veteran status, or non-job related handicap.

J. Status of Contractor as Independent Contractor

All of Contractor's employees furnishing services to NAPEBT shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the NAPEBT. Vendor shall perform all services as an **Independent Contractor** and shall discharge all its liabilities as such. NAPEBT will not make any tax or other withholdings from the compensation paid to the Contractor. No acts performed or representations, whether oral or written, made by Contractor, with respect to third parties, shall be binding on the NAPEBT.

K. Assignment of Agreement

This agreement shall not be assigned to other parties without the written permission of both NAPEBT and the contractor.

L. Due Diligence / Force Majeure

Performance of any purchase order or contract resulting from this RFP by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be

liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Contractor will not be liable for failure to perform or for delay in performance under this agreement due to any cause beyond its reasonable control, including, but not limited to, an act of any governmental authority or of the customer, riot, sabotage, embargo, injunction-intervention acts, labor disputes, lockouts, fire, tornado, flood or other similar occurrences beyond the reasonable application. In the event of a failure to perform or delay in performance due to any of the foregoing causes, when the time for completion of the services will be extended by a period of the time reasonably necessary to overcome the effect of such delay. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

M. Obligations of the NAPEBT

NAPEBT grants the contractor and agrees to aid the contractor in obtaining full access to the premises of NAPEBT in connection with the contractor's performance of its obligations under this agreement. Additionally, NAPEBT agrees to provide and maintain such environmental and other specifications as identified.

N. Severability

In the event of the legal invalidity of any provision of this agreement, the parties agree that such legal invalidity shall not affect the validity of the remaining provisions of this agreement, and the contractor and NAPEBT agree to substitute a valid provision which closely approximates the economic effect and intent of any invalid provision.

O. Contractual Commitment

This Proposal may become the contract between the parties at the discretion of the College District. If it is decided that this Proposal is to become the contract, it may not be waived, altered or modified except by written agreement of the parties.

P. Compliance with Non-Discrimination Laws

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. subsections 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

Q. Recognized Agents

No agent, employee or representative of the contractor has any authority to bind the contractor to any affirmation, representation or warranty, and unless such is specifically included within this agreement, it shall not be enforceable by the NAPEBT.

R. Contract Binding

The contractor and NAPEBT each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.

S. Protests, Remedies, and Applicable Laws

Protests of the solicitation may only be submitted by a participating offeror, to the Director of Purchasing and Auxiliary Services, prior to the due date for proposals. Protests of award may only be submitted by a participating offeror, and must be received by the Director of Purchasing and Auxiliary Services within ten (10) calendar days following issuance of the Notice of Intent to Award a Contract. All protests must be submitted in writing.

This agreement shall be governed, and NAPEBT and vendor/contractor shall have all remedies afforded each, by the Uniform Commercial Code as adopted in the state of Arizona except as otherwise provided in the contract or in statutes pertaining specifically to NAPEBT. The law of the State of Arizona shall govern this contract and suits pertaining to this contract may be brought only in the courts in the state of Arizona.

T. Public Record

All Proposals submitted in response to this Request shall become the property of NAPEBT and will become a matter of public record available for review subsequent to the award notification as provided by A.R.S. § 39-121. Further, A.R.S. § 35-214 requires that all contracts for the furnishing of goods, equipment, labor, materials or services to the state include a clause to the following effect: "All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. Such records shall be produced at such state offices as designated by the state in the contract."

U. Small, Small Disadvantaged, Minority Owned and Women Owned Businesses

The NAPEBT, being an Equal Opportunity/Affirmative Action Institution, is committed to the development of Small, Small Disadvantaged, Minority Owned and Women Owned businesses. Should subcontracting be required during the performance of this contract, the contractor shall make every effort to ensure equal opportunity for securing the services of these type businesses.

V. Conflict of Interest

This contract may be canceled for conflict of interest by NAPEBT in accordance with Arizona Revised Statutes Section 38-511.

W. Immigration Law

As mandated by Arizona Revised Statutes § 41-4401, each Party:

- i. warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);
- ii. acknowledges that a breach of the warranty in subsection (i) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and
- iii. retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

X. Federal Contract Requirements (DOESN'T APPLY– Appendix B not included herein)

All applicable provisions as stated in Appendix B to this RFP, for non-federal entity contracts under federal awards (2CFR Part 200), shall govern this contract.

NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST

RFP 2018-01

Employee Assistance Program

APPENDIX A

DEFINITIONS

Critical event: An event involving the staff of an agency that may occur onsite or offsite in the community where there was a severe injury, fatality, or critical system damage negatively impacting employees.

Scope of Services

Required Basic Services:

- Six (6) visits per person, per incident, per fiscal year (July1 – June 30)
- 24 hour / seven days per week telephonic crisis counseling. Toll free phone number is to be provided.
- Respond to crisis calls within 30 minutes and be onsite within 24 hours of a critical event.
- Representation at one Health/Benefit Fair per year per employer and location.
- Educational and promotional materials, as well as a resources list available in print and via Internet/Website.

Optional/A La Carte Services, optional for each Employer:

- Twelve (12) visits per traumatic incident for specialty positions as defined by each agency (ex: police, probation).
- Mediation for human resource referrals.
- Services expandable and available for students of CCC, FUSD, CCASD.
- Mandatory referrals.
- Risk Assessment screenings.
- Screen applicants and employees using the MMPI when relevant for job duties and provide an interpretive report.
- Onsite education workshops
- Employer consultations
- Resource list which identifies who in network are Department of Transportation certified substance abuse professionals for Commercial Drivers' License operators.

Value-added services:

- Provide average response time.
- Define the type of reporting available for utilization and customer satisfaction.
- Provide network list with:
 - Age range of patients seen
 - Confirmation of providers who are accepting new patients
 - Confirmation of providers who are included in the Blue Cross Blue Shield of Arizona Advantage (BCBSAZ) network
- Describe your Critical Incidence Stress Management services:
 - How Many Hours Are Included in Your Proposal without Extra Charge?
 - Provide the Per Hour Rate for Additional Hours
 - Are There Any Additional Charges for Services?
- Describe your Orientation/Training/Educational Seminars services:
 - Do you provide onsite educational seminars?
 - Do you provide online educational seminars?
 - How many hours are included in your proposal without extra charge?
 - Are there any additional charges for services, if yes what?

- Provide the per our rate/hour for additional hours.
- Describe your Legal and Financial Services:
 - How Many Hours Are Included in Your Proposal without Extra Charges?
 - Are There Any Additional Charges for Services?
 - Provide the Per Hour Rate for Additional Hours
- Do you provide referrals to Outside Agencies covering?
 - Child Care
 - Elder Care
 - Identity Theft Monitoring/ Repair
- Customer Service and Account Billing.
 - Please describe your firm's customer service philosophy and provide a sample invoice (redact any confidential customer information from the sample invoice, as applicable).
 - Explain the frequency of billing (e.g., monthly, quarterly) and any payment terms which are customary to your company's procedures.
 - Explain how the services listed in the optional scope of service section will be billed individually to each employer.

RFP 2018-01
PROPOSAL PRICING FORMS

Complete the form(s) and submit them with your proposal. Additional pricing detail may be included but not substituted for the form(s).

All pricing must include any costs for services, supplies, and materials. No additional reimbursement will be provided for these items.

It is NAPEBT's intent to award a basic service plan for all agencies that offer benefits to 3200 employees.

Basic Services: \$ _____

Agencies will have the option to enter into a separate agreement to provide dependent and part time coverage which shall be priced as an additive alternate. Agencies will also have the option to enter into a separate agreement for optional/a la carte services listed, based on need for each service.

Additive alternate 1. Dependent Services: \$ _____

Additive alternate 2. Part Time Employee Services: \$ _____

Optional Services:

- Twelve (12) visits per traumatic incident for specialty positions as defined by each agency (ex: police, probation) \$ _____
- Mediation for human resource referrals \$ _____
- Services expandable and available for students of CCC, FUSD, CCASD \$ _____
- Mandatory referrals \$ _____
- Risk Assessment screenings \$ _____
- Screen application and employees using the MMPI when relevant for job duties and provide an interpretive report \$ _____
- Onsite education workshops \$ _____
- Employer consultations \$ _____
- Resource list which identifies who in network are Department of Transportation certified substance abuse professionals for Commercial Drivers' License operators \$ _____

NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST

RFP 2018-01 Employee Assistance Program

NON-COLLUSION AFFIDAVIT FORM

Complete this form, have your signature notarized, and submit it with your proposal.

COMPANY NAME: _____

ADDRESS: _____

The persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from offering, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to before me

this ____ day of _____, 20____ .

Signature of Notary Public in and for the

County of _____

State of _____

My commission expires: _____, 20____.

NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST

Ref: RFP/CONTRACT NO. 2018-01

Employee Assistance Program

OFFER FORM

Complete the Upper Portion of this Form and Return it with the Proposal Submittal

TO NAPEBT:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. The formal 'proposal document' including any final negotiated amendment(s), NAPEBT Purchase Order, and this form shall constitute the complete contract.

Signature also certifies understanding and compliance with A.R.S. 41-2533 for Competitive Sealed Proposals.

Arizona Transaction (Sales) Privilege

For clarification of this offer, contact:

Tax License No.: _____

Name: _____

Federal Employer No. _____

Phone: _____

Company Name

Authorized Person Signature

Address

Printed Name

City State Zip

Title

ACKNOWLEDGEMENT OF ADDENDA:

I hereby acknowledge receipt of all addenda issued by NAPEBT with regard to this RFP. The following Addenda were received (circle the addendum number for each one you received): 1 2 3 4

Leave blank if no Addenda were issued for this RFP.

ACCEPTANCE OF OFFER AND CONTRACT AWARD

Your offer is hereby accepted.

The contractor is now bound to provide services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted NAPEBT.

This contract shall henceforth be referred to as Contract No 2018-01. The proposer is hereby cautioned not to provide goods and/or services under this contract until proposer receives a Purchase Order from the NAPEBT member.

NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST

APPROVED:

Awarded this _____ day of _____, 20__.

NAPEBT authorized contract authority

NORTHERN ARIZONA PUBLIC EMPLOYEE BENEFIT TRUST

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

INDEPENDENT CONTRACTOR

NORTHERN ARIZONA PUBLIC
EMPLOYEE BENEFIT TRUST

By _____

Chairman, NAPEBT Board of Directors

Print Name

Print Name

ACKNOWLEDGED before me by
the said _____ of and
for _____
on this _____ day of _____ 2018

APPROVED AS TO FORM

Coconino County Community College Attorney

Print Name

Notary Public