



**DELAWARE RIVER JOINT
TOLL BRIDGE COMMISSION**

REQUEST FOR PROPOSALS

**NEW JERSEY-BASED
EMPLOYEE ASSISTANCE PROGRAM
(EAP) SERVICES**

January 11, 2017

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Delaware River Joint Toll Bridge Commission - The Commission is a bi-state agency created by a 1934 agreement and supplements thereto between the Commonwealth of Pennsylvania and the State of New Jersey and consented to by the Congress of the United States of America.

The Bridge System - The Commission currently owns and operates 20 bridges crossing the Delaware River between Pennsylvania and New Jersey, from the Trenton-Morrisville (Route 1) Toll Bridge to the Milford-Montague (Route 206) Toll Bridge. Seven of the bridges are toll bridges. Thirteen are non-toll (“toll-supported”) bridges, including two pedestrian-only spans. In addition to the bridges crossing the Delaware, the Commission owns and operates 34 approach bridges (overpasses and underpasses) within its jurisdiction. The commission employs approximately 350 full-time employees who are assigned to and work at these various locations. Revenues from the seven toll bridges are the only source of funds available to the Commission for maintaining the 20 river bridges, the approach structures and additional support facilities. The Commission receives no state or federal funds for operation of the System.

The Commission seeks to engage the services of professional organization to provide employee assistance program advice and services to the Commission, its full-time employees and their immediate family members on an as-required basis. Qualified firms are urged to submit proposals for appointment as employee assistance program provider in response to this Request for Proposals (RFP) for Employee Assistance Program (EAP). This is a New Jersey assignment and the consultant’s office to perform the work on this assignment must be located within the State of New Jersey. The consultant’s Project Manager that is selected to perform the work on this assignment should be assigned to the same office. Firms are required to clearly state how they will meet these requirements.

Scope of Services to be Provided during the Contract Term, as Required

- A. Consultative and advisory services to the Commission regarding the operation and maintenance of our Employee Assistance Program and our drug and alcohol policy.
- B. Assist the Commission in writing and/or revising policy that relates to or might affect the employee assistance services.
- C. Prepare and provide informational material regarding the program and its’ services such as brochures, pamphlets and resource support reference lists.

- D. Conduct orientation and training sessions for managers, supervisors and employees to provide information regarding the types of services available within the program and how participants can access those services.
- E. Provide short-term confidential counseling services and support to employees and/or immediate family members with the goal of assisting in the resolution of issues or providing referrals to appropriate providers who can provide more in-depth assistance.
- F. Provide said counseling services on either an employer-referral or employee self-referral basis.
- G. Provide initial short-term counseling services in such areas as but not limited to: family issues; marital problems; mental health; bereavement; substance abuse; interpersonal problems; stress; behavioral issues; and, work-rated matters.
- H. Provide confidential periodic and as-requested reports to the Commission that detail services activity and utilization.

RESPONSE TO REQUEST FOR PROPOSALS

In responding to this Request for Proposals, please address the following areas:

1. This is a New Jersey assignment and the consultant's office to perform the work on this assignment must be located within the State of New Jersey. The consultant's Project Manager that is selected to perform the work on this assignment should be assigned to the same office. You will be required to clearly state how you meet these requirements.
2. Provide the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals within your firm who will be directly responsible for providing these services to the a Commission on a day-to-day basis. Include all applicable professional certifications that are possessed by the professional staff and the firm.
3. Please give a brief history of your firm, specifically discussing your firm's commitment to governmental public bodies.
4. Briefly describe your firm's qualifications, knowledge and experience in serving as an employee assistance program provider, both in general and specifically as it relates to the services described herein. Also, as an appendix, please provide a listing of those firms and public agencies for which your firm has provided EAP services since January 1, 2011. Include the following information:
 - a. Name of Company/Agency

- b. Role of your firm
 - c. Type of services provided and types of issues dealt with
 - d. Any special services you may wish to highlight
5. Please provide three references from current and/or past clients and discuss the services you have provided or are currently providing to them.
 6. Describe your firm's knowledge and experience with Governmental bodies.
 7. Discuss your firm's experience and presence within the State of New Jersey and Commonwealth of Pennsylvania, including all formal and advisory relationships.
 8. The Delaware River Joint Toll Bridge Commission (DRJTBC) promotes and encourages Minority, Women, Small, Disadvantaged, Disabled, and Veteran owned businesses (referred to as "Identified Business Enterprises" or "IBE(s)") to participate in business opportunities with the DRJTBC. Please indicate whether your firm is qualified as an IBE in the State of New Jersey and/or Commonwealth of Pennsylvania as referenced above. Describe your firm's policy relative to the prohibition of discriminatory work practices.
 9. Describe any potential conflicts that might arise if your firm is selected to serve as the EAP provider for the Commission.
 10. Describe any litigation, threatened or pending, against your firm which might materially affect your ability to serve the Committee.
 11. Describe any regulatory action or notice taken by any oversight body against your firm or local office.
 12. Please describe any unique opportunities which your firm feels are appropriate for consideration by the Committee.

Fee Proposal (separate envelope)

A Letter of Transmittal (not to exceed one page), in a separate sealed envelope, is to provide the proposed pricing for the below options:

1. **Option 1** – Fixed all-inclusive ANNUAL cost based on 350 employees and their immediate families. The proposed Fee shall include payment for all direct and indirect professional, technical and clerical salaries, overhead and profit, and all out-of-pocket expenses including but not limited to mileage, printing, photocopying, materials, etc.
2. **Option 2** – Fixed annual cost for all services EXCEPT direct counseling of patients with an hourly cost for such services to be quoted.

Statement of Qualifications and Fee Proposal Submission

An original and five (5) copies of your statement of qualifications and fee proposal must be received at the offices of the Commission's Chief Administrative Officer no later than **2:00 p.m. EST** on **February 3, 2017** at the following address:

RFP Response: Employee Assistance Program Services
Delaware River Joint Toll Bridge Commission
c/o Chief Administrative Officer Arnold Conoline
110 Wood & Grove Streets
Morrisville, PA 19067

Inquiries concerning this RFP are to be directed, in writing, to Odessa Barkley, Human Resources Generalist, Delaware River Joint Toll Bridge Commission, 110 Wood & Grove Streets, Morrisville, PA, 19067. Inquiries by FAX are acceptable. The FAX number is (267) 790-1095. Email inquiries may be sent to obarkley@drjtbc.org. To be given consideration, all inquiries must be received by **January 18, 2017**. Responses to the inquiries if any will be posted on the Commission's web site as an addendum by **January 25, 2017**. All questions and responses will be posted on the Commission's web site at DRJTBC.org under the **DOING BUSINESS** header under the **Request for Proposals** tab. The Commission will not be responsible for verbal responses.

Proposals received after the February 3, 2017 deadline will not be considered. E-mailed and/or faxed Proposals will not be accepted under any circumstances.

Selection will be made after consideration of all information requested and received including experience, quality of response, New Jersey and/or Pennsylvania presence. The Commission reserves the right to establish a fee schedule that is acceptable to the firm(s) selected and to the Commission and to negotiate fees when appropriate.

Communications with representatives of the Commission concerning this RFP, except as expressly set forth above, by you or on your behalf are not permitted during the submission process.

The Commission reserves the right to appoint a separate assistance counsel on any additional issues, if any.

The Commission reserves the right to request additional information if necessary or to request an interview with firm(s) or to reject any and all proposals with or without cause, and waive any irregularities or informalities in the proposals submitted. The Commission further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. The Commission also reserves the right to reject any and all submitted proposals. In the event that all proposals are rejected, the Commission reserves the right to re-solicit proposals.

The Commission will not be responsible for any expenses in the preparation

and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

All information submitted in response to this RFP will become the property of the Commission and may be open to inspection by members of the public.

In the event the Commission determines that additional clarification or information to this RFP is necessary; the Commission reserves the right to issue an addendum to this RFP.

ORAL PRESENTATIONS

After review of the responses, the Commission may, at its discretion, request any one or all firms to make an oral presentation to the Commission or its designee. Such presentations will provide firms with an opportunity to answer any questions the Commission may have on a firm's Proposal. If such a presentation is necessary, Respondents will be notified. Failure to be prepared to make an oral presentation may prevent the firms from receiving further consideration.

NON-DISCRIMINATION AND DIVERSITY POLICY

The Commission prohibits discrimination in employment on the basis of race, color, religious creed, national origin, ancestry, gender, sexual orientation, age, Vietnam era veteran status, or disability. The Commission is strongly committed to developing and maintaining a diverse workforce, and highly values the perspectives and varied experiences that are found only in a diverse workforce. The Commission believes that promoting diversity is important to the success of its overall mission. Accordingly, the Commission requires its consultants/contractors to comply with all applicable nondiscrimination laws and encourages them to promote diversity within their workplace. To assist the Commission in its selection process, Respondents may provide evidence of their policies and practices relating to diversity.

GENERAL LIABILITY INDEMNIFICATION CLAUSE

The general liability indemnification clause in effect for this engagement is set forth in EXHIBIT A.

REQUIRED INSURANCE

The required insurance for this engagement is set forth in EXHIBIT B.

SUBMISSION REQUIREMENT

A completed, signed and notarized Insurance and Indemnification Certification Form, EXHIBIT C, must be submitted with our proposal.

EXHIBIT A
GENERAL LIABILITY INDEMNIFICATION CLAUSE

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the “Indemnified Parties”) from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, “Damages”), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as “Fault”) of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party’s Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

EXHIBIT B

CONSULTANT/RETAINER DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION INSURANCE REQUIREMENTS

Effective January 1, 2012

Note to consultant: Consultants are required to submit a signed and notarized letter from their insurance broker/agent stating compliance with these insurance requirements as noted under the "certificate of insurance" heading of these insurance requirements.

Insurance:

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Consultant shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a sub-consultant and/or agent of the Consultant, such Consultant shall be responsible for each sub-consultant and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each sub-consultant and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering into is solely with Consultant, and Consultant shall be solely responsible for all acts or failures to act of each of its sub-consultants and/or agents as if the actions or failures to act are the actions or failures to act of the Consultant. Consultant expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on Consultant taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective sub-consultants and/or agents. Nothing herein shall otherwise limit or alter Consultant's obligation (if any) to seek prior approval of sub-consultants and/or agents from the Commission, as such requirement may be set forth in the Contract.

1. **Workers Compensation and Employers Liability:** in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit

- c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
 - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
- a) Occurrence Form with the following limits:
 - (1) General Aggregate \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in paragraph 6 below).
 - c) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- Coverage to include:
- a) Per Accident Combined Single Limit \$1,000,000
 - b) All Owned, Hired and Non-Owned Vehicles
 - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Consultant's vehicles.
4. Commercial Excess/Umbrella Liability:
- a) Occurrence Limit: \$2,000,000
 - b) Aggregate Limit (where applicable): \$2,000,000
 - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
 - d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

5. Property of Consultant:

All property, including, but not limited to, tools and equipment that the Consultant has at the job site or is owned by the Consultant is the responsibility of the Consultant. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Consultant has at the job site or that is owned by the Consultant including, but not limited to, tools or equipment.

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$1,000,000 Per Occurrence/Per Claim

Deductibles and Self Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Consultant. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the Commission; provided, however, a Consultant's self-insured retention amount on its Professional Liability Insurance policy may exceed \$50,000 to the extent that a higher self-insured retention amount is expressly set forth in paragraph 6 of these insurance requirements.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A-(Excellent); VII or better.

The Consultant must notify the Commission of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSUREDS on the General Liability, Automobile Liability and Excess/Umbrella Liability coverages.

The Certificate of Insurance must confirm that, at a minimum, the Consultant's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Consultant **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Consultant's policies are **primary** and non-contributory. The coverage offered to the Additional Insureds on the Consultant's liability policies (including, without limitation, General Liability, Auto Liability and Excess/Umbrella Liability and except Professional Liability) shall be **primary** and non-contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

The Consultant shall continue to maintain the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as Additional Insureds for at least three (3) years following the final payment under the Contract.

30 Days' Notice of Cancellation, Non-Renewal and Material Change:

Consultant shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non-renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Consultant waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Consultant pursuant to this Contract.
- b. The Consultant hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Consultant pursuant to this Contract.
- c. If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Consultant shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-

renewal of the prior “claims-made” policies. With respect to all “claims made” policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Consultant’s Insurance Representative:

The Consultant WARRANTS that this Contract has been thoroughly reviewed by the Consultant’s insurance agent(s)/broker(s), who have been instructed by the Consultant to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Consultant or any of their sub-consultants.

Any type of insurance or any increase in limits of liability not described above which the Consultant requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Consultant of any responsibility or liability under the Contract.

Certificate of Insurance:

Consultant’s insurance broker/agent shall provide a signed and notarized letter on their letterhead stating that the insurance broker/agent and Consultant will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Consultant shall file Certificates of Insurance with the Commission that shall be subject to the Commission’s approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of Notice of Award or receipt of these insurance requirements, as applicable, to the attention of the Chief Administrative Officer, at 110 Wood & Grove Streets, Morrisville, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Consultant’s obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Consultant’s acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Consultant’s direction to commence work.

In the event the Consultant enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract

shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Contractor executed the same by affixing a signature hereto.

In the event of a failure of the Consultant to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Consultant who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Consultant begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the insurance company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

EXHIBIT C

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

Employee Assistance Program

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in Exhibits A and B of this RFP, and will comply and have any designated sub-consultants comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____