



Request for Proposal

RFP-5972-26-KF

Employee Assistance Program (EAP) Services

Proposal Deadline

September 16, 2026, before 1:00 p.m. Mountain Daylight Time

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details at a Glance	Date
Solicitation Issued/Posted	August 18, 2026
Inquiry Deadline	August 28, 2026
Final Addendum Issued (if applicable)	September 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.	September 16, 2026
Independent Evaluation of Proposals	September 16-30, 2026
Interviews (if required)	October 13, 2026
Notice of Intent to Award (Tentative)	October 19, 2026
Contract Execution	October 26, 2026

This summary is provided for convenience. The Tentative Calendar of Events in Section 4.12 governs. All dates are tentative and subject to change by written Addendum.

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Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disabilities Act (ADA) Compliance Mandate:** All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

All documents and electronic content shall conform to the State of Colorado's accessibility standards, including compliance with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, project requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and is capable of performing the Services as specified.

- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except as may be provided during any pre-proposal meeting or site visit conducted by the City, all inquiries, concerns, clarifications, or communications regarding this solicitation—including those related to the process, specifications, or Scope of Services—shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation may result in the disqualification of the Proposer's submission.

- 1.4. Purpose**

The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified firms to provide a comprehensive Employee Assistance Program (EAP) for eligible City employees and their household members. The City seeks confidential, accessible, and responsive EAP services that support employee well-being, resilience, productivity, and organizational health.

A detailed description of the required Services and performance expectations is provided in Section 4.0. All Services shall be performed in accordance with the terms, conditions, and requirements of this Solicitation and any resulting Contract.

- 1.5. Non-Mandatory Pre-Proposal Meeting:** No pre-proposal meeting will be conducted for the Solicitation.

Proposers shall rely on the information provided in this Solicitation and any Addenda issued by the Purchasing Agent and are responsible for submitting questions in accordance with Section 1.19.

- 1.6. The City:** The City will act by and through its authorized representative(s).
- 1.7. Compliance:** By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.
- 1.8. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.9. Proposal Submission and Solicitation Opening**

Proposers shall prepare and submit proposals in accordance with the requirements outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals shall adhere to the formatting, content, and submission guidelines specified in that section.

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

**Solicitation Opening: RFP-5972-26-KF
Employee Assistance Program (EAP) Services**

Date/Time: September 16, 2026, at 1:00 p.m. MDT (America/Denver)

Join from a computer, tablet, or smartphone:

<https://meet.goto.com/186317853>

Join by telephone:

- Access Code: 186-317-853
- United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system:

- Meeting ID: 186-317-853
- Dial in, or type: 67.217.95.2 or inroomlink.goto.com
- Or dial directly: 186317853@67.217.95.2 or 67.217.95.2##186317853

Download the application before the meeting, if needed:

<https://meet.goto.com/install>

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law. Proposers shall comply with the confidential-material submission requirements stated in Section 1.24.

Upon award and execution of a contract, the solicitation file, including all responsive proposals, shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal for which the City identifies evidence of collusion among the Proposers may be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon the award of a Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and pursue all available legal remedies.
- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the Proposal due date and time stated in the Solicitation.

After the submission deadline, no modifications, revisions, or withdrawals will be accepted. Proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

Submitted Proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the Proposal due date and may not be withdrawn during that period without the City's written consent.

- 1.16. Multiple Offers:** If a Proposer submits more than one Proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. Upon execution by duly authorized representatives of both Parties, the final written agreement and all documents expressly incorporated into it shall collectively constitute the binding and enforceable Contract between the City and the Contractor. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Specifications or Scope of Services must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the Solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

The City expects Proposers to conduct a thorough review of the Solicitation and associated materials prior to submitting questions. The City reserves the right to decline to respond to questions that are repetitive, non-substantive, clearly addressed in the Solicitation, or generated through automated or artificial intelligence tools without meaningful proposer review and validation of the Solicitation materials.
- 1.20. Proposal Preparation Expenses:** All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the “Agency,” “Consultant,” “Contractor,” or “Firm” as applicable.

- 1.22. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-unction>. Proposers are responsible for monitoring this platform for issued addenda.

Each Proposer must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0, which must be submitted with the proposal.

- 1.23. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer’s risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If a Proposer proposes a substitution or alternative, the Proposer shall:

- 1.23.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.23.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.24. Open Records and Confidential Material:** All materials submitted in response to the Solicitation shall become public records and, upon Contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, “**Proprietary or Confidential Information**” refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain, thereby eliminating any claim of confidentiality.

Proposers seeking to designate specific information as confidential or proprietary must:

- 1.24.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.24.2.** Upload confidential information as a separate document.

- 1.24.3.** Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

If a request for confidential treatment is denied, the Proposer may withdraw its Proposal or remove the contested confidential or proprietary information before the Proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information; or
- An entire Proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA.

The City assumes no responsibility for protecting information not properly identified, designated, and submitted in accordance with this section.

- 1.25. Response Material City Ownership:** All Proposals submitted in response to this Solicitation shall become records of the City and will not be returned. Submission of a Proposal does not transfer ownership of the Proposer's pre-existing intellectual property, copyrighted materials, trademarks, proprietary methodologies, software, systems, or other materials identified as belonging to the Proposer. The City may use submitted materials for evaluation, Contract administration, public-records compliance, and other governmental purposes permitted by law, subject to properly designated and approved confidential material under Section 1.24.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

- 1.26. Minimal Standards for Responsible Proposers:** To be considered for an award, a Proposers must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.26.1.** Demonstrate the organizational capacity, personnel, provider resources, and operational capabilities necessary to implement and continuously perform Services of similar scope and complexity throughout the Contract term.
- 1.26.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.26.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.26.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

1.26.5. Ensure full compliance with the requirements outlined in Section 5.0 – Preparation and Submittal of Proposals.

- 1.27. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating the Proposer’s responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

- 1.27.1.** Submission of more than one Proposal for the same Services by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
 - 1.27.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified for consideration for future services or work with the City until reinstated as a qualified Proposer.
- 1.28. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include such taxes.
- 1.29. Sales and Use Taxes:** The Proposer and any subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue, as applicable. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.30. Federal Taxpayer Identification Certificate:** Prior to execution of the Contract, the Contractor shall complete any supplier registration requirements established by the City, including submission of a completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Contractor or other suppliers, consultants, contractors, firms, or business entities, as necessary.
- 1.31. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.
- 1.32. Public Opening (Proposal Receipt Acknowledgement):** The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a Proposal in response to this Solicitation constitutes a binding offer by the Proposer, as acknowledged in the Cover Letter. The individual signing the Cover Letter shall be duly authorized to bind the Proposer to the terms of the Proposal and any resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has read, understands, and agrees to comply with the requirements, terms, conditions, and specifications set forth in this Solicitation, except for any exceptions expressly identified in the Proposal.

If the Proposer requests any deviation from or exception to the requirements of this Solicitation or any Contract terms and conditions incorporated by reference into this Solicitation, such deviation or exception shall be clearly identified, fully explained, and submitted with the Proposal. Failure to identify a requested deviation or exception shall constitute the Proposer's acceptance of the Solicitation and any Contract terms and conditions incorporated by reference.

The City reserves the right to accept or reject any requested deviation or exception, in whole or in part, and to negotiate mutually acceptable terms and conditions with the apparent successful Proposer.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has carefully examined the Contract Documents and is fully informed of the conditions, requirements, objectives, constraints, and performance expectations applicable to the Services.

The Contractor further represents that it has correlated its knowledge, experience, personnel, professional judgment, and available resources with the requirements of the Contract and can perform the Services in accordance with the Contract Documents. The Contractor shall not rely upon any alleged ambiguity, omission, inconsistency, or error in the Contract Documents as a basis for avoiding or delaying performance, provided that the Contractor promptly notifies the City of any perceived discrepancy or conflict upon discovery.

The Contract Documents are intended to be complementary and shall be construed accordingly. Any requirement identified in one Contract Document shall be considered binding as though included in all applicable Contract Documents to the extent necessary to accomplish the intent of the Contract.

The intent of the Contract is to require the Contractor to furnish all personnel, supervision, professional expertise, equipment, software, materials, supplies, transportation, permits, licenses, documentation, reports, deliverables, and other resources necessary to fully perform the Services in accordance with the Contract Documents, whether or not every incidental item is expressly identified, provided such items are inferable from the nature and requirements of the Services.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including

those of the City, in the performance of the Services. Unless expressly stated otherwise in the Contract Documents, the Contractor shall be responsible for obtaining and maintaining all licenses, permits, certifications, approvals, and authorizations required to perform the Services.

The Contractor shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. Upon receipt of such notice, the City shall review the matter and determine the appropriate course of action consistent with applicable law and the Contract Documents.

- 2.4. Responsibility for those Performing the Services:** The Contractor shall be responsible for the acts and omissions of its employees, subcontractors, agents, and all other persons performing any portion of the Services. The Contractor shall ensure that all such persons are qualified, appropriately trained and supervised, and comply with the requirements of the Contract.

- 2.5. Payment and Invoicing:** The Contractor shall submit invoices in accordance with the pricing and payment terms established in the Contract Documents. Each invoice shall identify the applicable billing period and provide sufficient detail for the City to verify the Services and charges.

Payment is subject to the City's review and acceptance of the Services and shall be made in accordance with the City's established payment procedures.

Payment by the City shall not constitute acceptance of Services that fail to comply with the Contract Documents or a waiver of any rights or remedies available to the City.

- 2.6. Protection of Persons and Property:** The Contractor shall perform the Services in a manner that protects the safety, security, and property of City personnel, eligible participants, and the public. The Contractor shall comply with all applicable federal, state, and local laws and regulations governing the performance of the Services and shall be responsible for the acts and omissions of its employees, agents, and subcontractors.

The Contractor shall promptly notify the City of any incident arising from the performance of the Services that results in material injury to persons or damage to City property and shall take appropriate corrective action.

- 2.7. Changes in the Services:** The City may request additions, deletions, or other modifications to the Services within the general scope of the Contract. Any such modification, including any resulting adjustment to the Contract Price or term, must be authorized through a written Change Order or Contract Amendment, as applicable, executed by duly authorized representatives of both Parties before the modified Services are performed.

The Contractor shall not perform modified or additional Services, nor be entitled to additional compensation or an extension of time, without an approved and fully executed Change Order or Contract Amendment.

2.8. Minor Changes in the Services: The City may authorize minor changes to the Services that do not alter the Contract Price, extend the Contract Term, or conflict with the intent of the Contract Documents. The City's Project Manager may issue written direction regarding such minor changes as part of the day-to-day administration of the Contract. Such direction shall not modify the Contract Price, Contract Term, or overall scope of the Contract and shall not require a formal Change Order or Contract Amendment.

2.9. Correction of Services: The Contractor shall perform the Services and prepare all deliverables in accordance with generally accepted professional standards, exercising the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances.

If any Services or deliverables do not conform to the requirements of the Contract, the Contractor shall, at no additional cost to the City, promptly correct the nonconforming Services or deliverables to conform to the Contract requirements.

If the Contractor fails to correct the nonconforming Services or deliverables within the timeframe specified in the City's written notice, the City may take appropriate corrective action and recover from the Contractor the costs incurred as a direct result of such failure, subject to the limitations, remedies, and procedures set forth in the Contract.

2.10. Acceptance Not Waiver: The City's review, approval, or acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Contractor of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.

2.11. Change Orders and Amendments: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or Change Orders to the Contract must be executed in writing by duly authorized representatives of both Parties. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

2.12. Assignment: The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.

2.13. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards, governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

- 2.14. Debarment or Suspension:** The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.
- 2.15. Confidentiality:** To the extent applicable to the performance of the Services, the Contractor shall maintain the confidentiality of all non-public information, data, and materials disclosed by the City or obtained in connection with the Contract, except as required by law. The Contractor shall safeguard such information and shall ensure that its employees, subcontractors, and agents comply with this obligation. This obligation shall not apply to information that is publicly available through no fault of the Contractor or that must be disclosed pursuant to applicable law, court order, or lawful governmental request.
- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.17. Termination for Convenience:** The City may terminate the Contract, in whole or in part, for convenience upon thirty (30) calendar days' written notice to the Contractor. Upon termination, the Contractor shall discontinue the affected Services as directed by the City and take all necessary steps to minimize additional costs.
- The Contractor shall be entitled to payment only for Services satisfactorily performed and authorized costs incurred through the effective date of termination, subject to the terms of the Contract. Termination shall not affect any rights, remedies, or obligations accrued before the effective date of termination or that expressly survive termination.
- 2.18. Employment Discrimination:** During the performance of the Services, the Contractor shall comply with the following requirements.
- 2.18.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.
- 2.18.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
- 2.18.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.19. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

- 2.20. Failure to Perform:** If the Contractor fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, reporting requirements, or other Contract requirements, the City may, after providing written notice to the Contractor, obtain the required services from another source. The Contractor shall be responsible for all additional costs incurred by the City as a direct result of such failure.

The City may implement corrective actions to address nonperformance. If the Contractor's failure materially affects the Project, compromises regulatory compliance, creates a risk to public health or safety, or impairs the continuity or integrity of the Services, the City may take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

- 2.21. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision thereafter.

- 2.22. Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially practical measures to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

- 2.23. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

- 2.24. Independent Contractor:** The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its

employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.25. Services, Work Product and City Ownership:** All reports, presentations, communications materials, training materials, analyses, implementation materials, and other deliverables specifically created by the Contractor for the City in performance of the Contract (Work Product) shall become the property of the City upon payment for such Work Product.

The Contractor shall retain ownership of its pre-existing intellectual property, proprietary methodologies, processes, tools, templates, software, technology platforms, and other materials developed independently of the Contract (Contractor Materials). To the extent Contractor Materials are incorporated into the Work Product, the Contractor grants the City a perpetual, nonexclusive, royalty-free license to use such Contractor Materials as necessary for the City's use of the Work Product.

All information, data, records, and materials provided by the City to the Contractor shall remain the property of the City and shall be used solely for performance of the Contract, unless otherwise authorized in writing by the City.

Individual participant counseling records, clinical records, case notes, and other confidential participant information created or maintained in connection with EAP Services are excluded from Work Product and shall be maintained, protected, disclosed, and retained by the Contractor in accordance with applicable law and the confidentiality requirements of the Contract.

- 2.26. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City from and against all claims, damages, liabilities, losses, costs, and expenses, including attorneys' fees, arising from any actual or alleged infringement of a patent, copyright, trademark, or other intellectual property right resulting from the Contractor's performance of the Services or the City's authorized use of any Work Product, software, technology, materials, or other resources provided by the Contractor under the Contract.

The Contractor shall promptly defend any such claim and, at its expense, obtain the right for the City to continue using the affected item, replace or modify the item so that it is non-infringing without materially diminishing its functionality, or provide another remedy acceptable to the City. No settlement shall impose liability, obligations, or restrictions on the City without the City's prior written consent.

- 2.27. Governing Law and Venue:** This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the

State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.

2.28. Order of Precedence: In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Contractor's proposal or other submitted materials, the City-issued documents shall govern.

2.29. Sovereign Immunity: The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

2.30. Public Funds and Non-Appropriation of Funds: Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation-of-funds clause to ensure compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

2.31. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

2.32. Default: The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and specify a timeframe for the Contractor to cure the default, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

- 2.33. Piggyback:** Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Contractor and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Contractor and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

- 2.34. Definitions:** Unless otherwise defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.34.1. Agency, Consultant, Contractor, or Firm: "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, governmental entity, or other legal entity identified in the proposal and any resulting Contract that is responsible for performing the Services. The term includes the entity's authorized representatives, employees, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.34.2. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.34.3. Contract Price: "Contract Price" refers to the total compensation payable by the City to the Agency, Consultant, Contractor, or Firm for the full and satisfactory performance of the Services, Work, or obligations required under the Contract. The Contract Price includes all labor, materials, equipment, supplies, services, overhead, profit, and other costs necessary to perform the Contract, unless expressly stated otherwise in the Contract Documents.

The Contract Price may be structured as a fixed lump sum, unit price, guaranteed maximum price (GMP), not-to-exceed (NTE) amount, time-and-materials, or other compensation method as specified in the Contract Documents. Any modification to the Contract Price shall be made in accordance with the Contract and shall be authorized through a duly executed Contract Amendment, Change Order, or other authorized Contract modification.

2.34.4. Contract Time: "Contract Time" refers to the period during which the Agency, Consultant, Contractor, or Firm is obligated to perform the Services, Work, or other obligations required under the Contract, commencing on the effective date identified in the Contract Documents or other written authorization issued

by the City and continuing through final completion, expiration, or termination of the Contract.

The Contract Time may be extended, reduced, suspended, or otherwise modified only in accordance with the Contract Documents and through a duly authorized written amendment, Change Order, or other authorized Contract modification.

2.34.5. Deliverable: A "Deliverable" refers to any tangible or intangible work product, report, study, document, presentation, dataset, electronic file, software, website, application, or other output the Contractor is required to create, develop, prepare, or provide as part of the Services.

All Deliverables shall comply with applicable accessibility laws, regulations, and standards, including, but not limited to:

- The Americans with Disabilities Act (ADA)
- HB21-1110, including §§ 24-85-101, C.R.S., et seq.
- The Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.
- The State of Colorado's technology accessibility standards, including compliance with Level AA of the current version of the WCAG, as adopted by the State

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

2.34.6. Key Personnel: "Key Personnel" refers to the individual(s) identified by the Agency, Consultant, Contractor, or Firm as essential to the successful performance of the Services, Work, or other obligations required under the Contract. Key Personnel possess specialized qualifications, experience, knowledge, or skills necessary to perform critical aspects of the Contract. Any reassignment, removal, or replacement of Key Personnel shall be subject to the requirements of the Contract Documents.

2.34.7. Proposer: "Proposer" refers to the Agency, Consultant, Contractor, Firm, individual, organization, business entity, governmental entity, or other legal entity submitting a proposal in response to a solicitation issued by the City.

2.34.8. Project or Work: "Project" or "Work" refers to the endeavor, program, initiative, acquisition, construction, service, or other undertaking described in the Solicitation and Contract Documents for which the City is seeking goods, services, deliverables, or other performance.

2.34.9. Services: "Services" refers to all labor, professional expertise, supervision, administration, materials, equipment, supplies, software, deliverables, and other resources necessary to perform the Work and satisfy the requirements of the Contract Documents.

2.34.10. Subcontractor: "Subcontractor" refers to any individual, organization, business entity, governmental entity, or other legal entity that has a direct contractual relationship with the Agency, Consultant, Contractor, or Firm to perform a portion of the Services, Work, or other obligations required under the Contract. The term includes the Subcontractor's authorized representatives, employees, agents, and lower-tier subcontractors.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor's performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Contractor of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and
TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. The policy shall contain a provision for severability of interest.

(b) Professional Liability Errors and Omissions

ONE MILLION DOLLARS (\$1,000,000) per claim, and
TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) Cyber Liability and Privacy Liability Insurance

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and
TWO MILLION DOLLARS (\$2,000,000) aggregate

Coverage shall include, at a minimum, privacy liability, network security liability, unauthorized access, use, disclosure, loss, or compromise of Personally Identifiable Information (PII), protected health information, and other confidential information; data breaches; and costs associated with notification and response to a covered privacy or security incident. Coverage may be provided under a standalone policy or as part of another policy, provided the required coverage and limits are maintained.

This coverage shall remain in effect for the duration of the Contract and for at least one (1) year following termination or expiration of the Contract.

(d) **Automobile Liability**

Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) per accident

Coverage shall apply to all owned, hired, and non-owned vehicles used in the performance of the Services.

(e) **Workers' Compensation and Employers' Liability**

Workers' Compensation Insurance with statutory limits as required by the laws of the State of Colorado, and Employers' Liability Insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident;

ONE MILLION DOLLARS (\$1,000,000) each employee for disease; and

ONE MILLION DOLLARS (\$1,000,000) policy limit for disease.

The policy shall include a waiver of subrogation in favor of the City.

3.1. Additional Insured Endorsement

The **Commercial General Liability** and **Automobile Liability** policies shall name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. The Commercial General Liability and Automobile Liability policies shall be primary and noncontributory with respect to any insurance maintained by the City. The Contractor shall be solely responsible for any deductible losses under any policy required above.

3.2. ACORD Certificate of Insurance

Prior to commencing any Services, the Contractor shall provide ACORD Certificates evidencing all required coverages and endorsements.

Certificates shall:

- Reference the Solicitation title and number;
- Clearly identify all policy limits, effective dates, and carrier information; and
- Include copies of all required endorsements.

The Contractor shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.

Proof of insurance must be submitted to and approved by the City before any on-site or remote-access work begins.

Section 4.0: Specifications and Scope of Services

4.1. General: The City of Grand Junction, Colorado ("City") is soliciting proposals from qualified firms to provide a comprehensive Employee Assistance Program (EAP) for eligible City employees and their household members. The successful Proposer ("Contractor") shall provide confidential counseling, work-life resources, crisis response, management consultation, employee and supervisor training, and related support services designed to promote employee well-being, resilience, productivity, and organizational health.

4.2. Background and Objectives: The City seeks an EAP that is accessible, responsive, confidential, clinically appropriate, and capable of supporting a diverse municipal workforce, including employees in public safety and other high-stress or safety-sensitive roles. The Contractor shall operate the EAP as an independent and confidential resource while coordinating, as appropriate and with applicable authorization, with the City's Human Resources staff, employee health clinic, medical plan, and other benefit partners. The City's objectives include timely access to qualified providers, effective crisis support, continuity of care when services extend beyond the EAP, meaningful utilization reporting, and proactive engagement that increases awareness and appropriate use of the program.

The City's current EAP provider is Triad EAP d/b/a AllOne Health, which has provided EAP Services to the City for an extended period. The City is issuing this Solicitation to competitively procure EAP Services in accordance with the City's procurement requirements. The incumbent provider is eligible to participate in this competitive solicitation.

4.3. Current EAP Utilization: The City's EAP is well utilized, reflecting established employee awareness of and engagement with EAP resources. Recent utilization reported by the City's current EAP provider is as follows:

- **Q1 2026:** 29% utilization — 85% employee / 15% family member
- **Q2 2026:** 24% utilization — 80% employee / 20% family member

This information is provided for background and proposal-development purposes. Proposers shall describe their methodology for calculating EAP utilization as required by Section 4.6.6.

4.4. Eligible Population and Program Access: Services shall be available to eligible City employees and their household members in accordance with the final program design established by the Contract. The Proposer shall clearly describe eligibility rules, any limitations applicable to household members or dependents, and whether services are available to employees located or traveling outside the Grand Junction area.

- The City currently employs approximately 900 employees. The workforce includes employees in public safety, including Police, Fire/EMS, and 911-dispatch, as well as employees working traditional and non-traditional schedules. The employee count is provided for proposal development and pricing purposes and may fluctuate during the Contract term.
- Provide 24-hour, seven-day-per-week access to EAP intake, assessment, referral, and crisis support through a toll-free telephone number and appropriate digital channels.
- Provide access through multiple service modalities, which may include in-person, secure video, telephone, text/chat, mobile application, and web-based services.
- Clearly communicate any age restrictions, parental-consent requirements, geographic limitations, or other conditions applicable to counseling or work-life services.
- Services provided directly under the EAP shall be available without charge to eligible participants, except for services or referrals expressly identified in the Proposal as outside the EAP benefit.

4.5. Required Components: At a minimum, the proposed EAP shall include the following core components. The Proposer shall identify which services are included in the base fee, which are subject to stated limits, and which, if any, are available for an additional fee.

- Short-term assessment, counseling, case management, crisis intervention, referral, and follow-up services.
- Work-life resources, including legal, financial, childcare, eldercare, life coaching, wellness, and other commonly offered employee support resources.
- Management and Human Resources consultation, including guidance regarding supervisory referrals and workplace concerns without compromising participant confidentiality.
- Critical incident response and related organizational support, including on-site and virtual response capabilities.
- Employee, supervisor, manager, and leadership education or training, including orientation to EAP services and appropriate use of the program.
- Program communications, promotional materials, and engagement activities, including participation as requested in Open Enrollment, Benefits Fairs, and New Employee Orientation.

- Value-added services, if available, such as digital mental health tools, wellness webinars, live chat, mobile applications, enhanced reporting, supervisor resources, or other innovative services. Any use of artificial intelligence shall be fully disclosed and shall comply with the privacy, confidentiality, security, and clinical-safety requirements of the Contract.

4.6. Scope of Services

4.6.1. Clinical and Counseling Services: The Proposer shall describe its clinical service model and the specific counseling benefit proposed for the City.

The response shall address, at a minimum, the following:

- The number of counseling sessions available per issue, incident, or occurrence; whether the benefit renews for distinct presenting issues; and any annual or other limitations.
- Intake, triage, clinical assessment, counseling, case management, crisis intervention, referral, and follow-up processes.
- Counseling delivery methods and the process for scheduling appointments, including average and guaranteed wait times for routine, urgent, and crisis needs.
- Qualifications, licensure, clinical specialties, and supervision standards applicable to counselors and other behavioral health professionals.
- Processes for identifying clinical risk, escalating urgent or emergent matters, and connecting participants with an appropriate level of care.
- Referral and care-navigation procedures when a participant requires services beyond the EAP benefit, including coordination with the City's medical plan for continuity of care when authorized and appropriate.
- Experience and clinical resources supporting public safety employees, including law enforcement, Fire/EMS, 911-dispatch, and other employees exposed to traumatic or critical incidents.
- Coordination with the City's employee health clinic and other benefit partners, when appropriate and subject to applicable participant authorization and confidentiality requirements.

4.6.2. Work-Life and Organizational Support: The Contractor shall provide resources and consultation that support employees, supervisors, Human Resources, and City leadership. The Proposal shall describe service availability, staffing, delivery methods, limitations, and any additional fees for the following:

- Legal, financial, childcare, eldercare, identity-theft, life coaching, wellness, and other work-life resources.
- Supervisor, manager, Human Resources, and leadership consultation regarding workplace concerns, employee support, EAP referrals, and organizational response strategies.

- Critical Incident Stress Management or comparable evidence-informed critical incident services, including initial consultation, defusing/debriefing or other appropriate interventions, on-site or virtual support, follow-up, and aftercare.
- Employee, supervisor, manager, and leadership training. Identify the number of training hours or sessions included annually and provide a sample training catalog.
- Support for organizational events or situations that may result in an elevated need for EAP services, including the Contractor's process for scaling resources when multiple employees may require assistance.

4.6.3. Accessibility and Member Experience: The EAP shall be designed to minimize barriers to access and provide a consistent member experience across service channels. The Proposer shall address the following:

- 24/7/365 access to live assistance for crisis needs and clear escalation pathways for urgent concerns.
- Secure online, mobile, virtual, and telephonic access, including a description of website and mobile-application capabilities.
- Availability of multilingual services, interpreter services, and accessibility accommodations for individuals with disabilities.
- Processes for matching participants with providers based on location, clinical need, specialty, language, cultural considerations, modality preference, and appointment availability.
- Employee communications and outreach strategy, including launch materials, ongoing promotional campaigns, newsletters, digital content, and manager/supervisor resources.
- Participation, as requested by the City, in Open Enrollment, Benefits Fairs, New Employee Orientation, and other employee education or engagement activities.

4.6.4. Provider Network and Quality Assurance: The Proposer shall demonstrate that its provider network is sufficient to provide timely, clinically appropriate services in Grand Junction, Mesa County, surrounding western Colorado communities, and through virtual modalities. The Proposal shall include:

- The number of available EAP behavioral health providers located within 25, 50, and 100 miles of Grand Junction, Colorado, distinguishing in-person availability from providers available only through virtual services.
- The types and number of licensed behavioral health professionals in the network and the availability of relevant specialties, including trauma, substance-use concerns, grief, family/relationship issues, and public safety experience.

- Provider credentialing, recredentialing, quality assurance, clinical oversight, complaint resolution, and performance-monitoring processes.
- Methods used to evaluate network adequacy, provider appointment availability, geographic access, and specialty gaps.
- The process and typical timeline for recruiting or adding local or specialist providers when the City identifies a network gap or access concern.
- Identification and oversight of subcontractors, affiliates, or network partners that will perform any material portion of the Services. The Contractor shall remain fully responsible for the performance and Contract compliance of such entities.
- Experience providing EAP services to municipalities, public agencies, or comparably complex employers. EAP-specific experience and client references shall also be provided in accordance with Section 5.8.

4.6.5. Implementation and Account Management: The Proposer shall provide a comprehensive implementation and transition plan designed to ensure uninterrupted EAP availability as of the Service commencement date of January 1, 2027. The plan shall include:

- A detailed implementation timeline identifying key milestones, responsible parties, dependencies, testing, communications, and readiness activities.
- Identification of a dedicated implementation lead and ongoing account manager, including roles, qualifications, availability, escalation contacts, and expected response times.
- A transition approach for participant communications, existing cases where applicable, provider access, telephone numbers, websites, mobile applications, and other member-facing resources.
- An account-management cadence that includes regular service reviews, utilization analysis, network/access review, issue tracking, and recommendations for increasing appropriate EAP awareness and engagement.
- A process for coordinating with City Human Resources, the employee health clinic, medical-plan representatives, and other benefit partners without compromising individual participant confidentiality.

4.6.6. Reporting and Performance Measurement: The Contractor shall provide aggregate, de-identified reporting sufficient for the City to evaluate utilization, access, service quality, emerging workforce needs, and Contract performance. Reports shall not disclose information that identifies, or could be used to identify, an individual participant except when disclosure is expressly authorized or legally required. At a minimum, the Proposer shall describe and provide samples of its standard monthly, quarterly, and annual reporting capabilities, including:

- Utilization rates and service volumes for employees and household members, with the Proposer's methodology for calculating utilization clearly defined.
- Contact channels, presenting issue categories, referral sources, counseling sessions, work-life contacts, management consultations, trainings, and critical incident services.
- Average and, where available, percentile-based wait times for routine, urgent, and crisis appointments; average call-answer speed; call abandonment metrics; and critical incident response times.
- Member satisfaction results, complaint and service-recovery information, and other quality indicators.
- Percentage of cases resolved within the EAP and the number or percentage referred to behavioral health, medical-plan, community, or other resources beyond the EAP.
- Provider network access and adequacy measures, including identified gaps and corrective actions.
- Dashboard capabilities and the ability to provide ad hoc aggregate reporting requested by the City.
- Actionable recommendations to improve employee awareness, engagement, utilization, access, and program effectiveness based on City-specific data and trends.

The Proposer shall identify the performance guarantees and service level agreements (SLAs) it is prepared to contractually commit to. At a minimum, the Proposal shall state standards for live telephone access, routine/urgent/crisis appointment access, critical incident response, account-management responsiveness, reporting timeliness, digital-platform availability, and member satisfaction. The City may negotiate final performance guarantees, remedies, and any fees-at-risk with the successful Proposer.

4.6.7. Technology, Privacy, Confidentiality, and Data Security: The Contractor shall maintain administrative, technical, physical, and clinical safeguards appropriate to the sensitivity of EAP information. The Contractor shall comply with all applicable federal and State of Colorado privacy, confidentiality, records, professional-practice, and data-security requirements, including HIPAA to the extent applicable to the Services. The Proposal shall describe:

- How confidentiality is explained to participants, supervisors, managers, Human Resources, and City leadership, including applicable limits to confidentiality and procedures for mandatory disclosures.
- Security controls for telephonic, web, mobile, virtual-care, messaging, and reporting platforms, including encryption, access controls, authentication, logging, incident response, and business continuity/disaster recovery.

- Data hosting locations, retention practices, data ownership, subcontractor access, and procedures for secure return or destruction of City-related data upon Contract expiration or termination.
- Procedures for notifying the City of a suspected or confirmed privacy or security incident affecting City-related information, consistent with applicable law and the Contract.
- Any use of artificial intelligence, automated triage, chatbots, decision-support tools, or similar technologies in participant-facing or clinical workflows, including what data is processed, whether participant data is used to train models, what human oversight is provided, and how urgent or crisis situations are escalated to qualified human professionals.

The Contractor shall not provide the City with individual counseling records, clinical notes, diagnoses, or other participant-identifiable EAP information except with valid participant authorization or as otherwise required by applicable law. Aggregate reporting shall be structured to minimize re-identification risk, including suppression or aggregation of small population cells when appropriate.

4.7. Special Conditions/Provisions:

4.7.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

4.7.2. Budget: The City is not disclosing a budget for the Services. Each Proposer shall submit its most competitive pricing based on the Scope of Services, eligible population, and requirements of this RFP. The City reserves the right to negotiate pricing and Services with the selected Proposer in the City's best interest.

4.7.3. Key Personnel and Account Continuity: Key Personnel identified in the Proposal, including the account manager and clinical or operational leads assigned to the City, shall not be materially reassigned or replaced without prior notice to and approval by the City. Replacement personnel shall possess qualifications and experience comparable to or greater than the individual being replaced.

4.7.4. Program Confidentiality: The Contractor shall administer the EAP in a manner that preserves the independence and confidentiality of participant use of the EAP. The Contractor shall establish clear protocols for self-referrals, management or supervisor referrals, critical incidents, fitness-for-duty or other employer-directed matters if offered, and situations involving threats of harm or other legally required disclosures. The Proposal shall clearly distinguish services included within the proposed EAP from services that require a separate authorization, engagement, or fee.

4.7.5. Business Continuity and Surge Capacity: The Contractor shall maintain sufficient staffing, provider resources, technology, and operational capacity to ensure continuity of EAP Services throughout the Contract term. The Contractor shall maintain procedures for responding to increased service demand, critical

incidents, system disruptions, staffing shortages, or other events that may affect service availability and shall provide additional resources as necessary to maintain required service levels.

4.7.6. Pricing Proposal Requirements: Each Proposer shall provide a complete fee schedule for the proposed EAP Services. Pricing shall clearly identify:

- The proposed PEPM, PEPY, annual fee, or other pricing methodology applicable to the counseling session model proposed in Section 4.6.1, including identification of all Services included in the base fee.
- Implementation or transition costs, if any.
- Training fees, including the number of training hours or sessions included in the base fee and rates for additional training.
- Critical incident response fees, including any hours or events included in the base fee; rates for additional services; and any travel, minimum-hour, after-hours, or on-site charges.
- Fees for work-life services, management consultation, digital tools, communications, onsite services, reporting, or other components not included in the base fee.
- Any other charge, surcharge, minimum, pass-through expense, or optional service that could result in additional cost to the City.

The Proposer shall clearly identify all assumptions upon which its pricing is based. Any fee or charge not identified in the Proposal shall not be separately compensable under the Contract unless authorized by the City through a Change Order or Contract Amendment.

The City shall not be responsible for any additional costs beyond the agreed pricing, including, but not limited to, taxes, shipping, delivery charges, fuel surcharges, administrative fees, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, or any other charges unless expressly authorized in the Contract Documents.

All pricing shall be comprehensive and inclusive of all costs necessary to perform the Services as proposed. All fees and pricing are subject to negotiation at the City's sole discretion.

4.7.7. Contract: A binding Contract shall consist of this RFP, including all Exhibits, Attachments, and Addenda; the successful Proposer's Proposal; any written clarifications or negotiated terms accepted by the City; and the City's formal Notice of Award and executed Contract documents.

4.7.7.1. The Contract represents the entire agreement between the Parties. Performance shall be governed by the terms, specifications, and requirements of the Contract and all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract. The City-issued Contract terms and conditions shall control in the event of a conflict

unless expressly amended in writing by duly authorized representatives of both Parties.

4.7.7.2. Any modification or supplementation of the Contract shall be made in writing and executed by a duly authorized representative of the Contractor and the City's Contract Administrator, or through a modified Purchase Order/Change Order, before the modification becomes effective. No verbal agreement, informal communication, or other unauthorized action shall modify the Contract.

4.8. Project Manager: The City's Project Manager, or designee, shall serve as the City's primary point of contact for day-to-day coordination and operational oversight of the Services. The Project Manager shall coordinate communications, implementation activities, service delivery, reporting, performance monitoring, and review and acceptance of Services and deliverables in accordance with the Contract.

Amy Grimes
Benefits Administrator
City of Grand Junction
Human Resources
250 N 5th Street
Grand Junction, CO 81501

4.9. Contract Administrator: The Contract Administrator shall be responsible for Contract administration and resolution of contractual issues or performance concerns, including Contract Amendments, modifications, renewals, formal interpretations, disputes, and matters involving changes to the Scope of Services, Contract Price, Contract term, or other contractual obligations.

Contractual issues, concerns, or requests requiring formal action by the City shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

4.10. Contract Term and Renewal: The Contract shall become effective upon full execution by both Parties. **Services shall commence January 1, 2027, and continue through December 31, 2027**, unless earlier terminated in accordance with the Contract Documents.

The City may renew the Contract for up to three (3) additional one-year terms, subject to:

- Mutual written agreement between the City and the Contractor;
- Satisfactory performance as determined by the City; and
- Annual appropriation of funds by the Grand Junction City Council.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements set forth in the original Contract, unless modified by a fully executed written amendment.

All fees, rates, and pricing shall remain firm and fixed throughout the initial Contract term and any renewal terms exercised by the City. No price adjustments, escalators, surcharges, or other increases shall be permitted unless expressly authorized through a written Contract Amendment executed by both Parties.

For administrative and financial system purposes, the City may assign a new contract number or issue a new Purchase Order for each renewal term. Such administrative action shall not constitute a modification of the Contract and shall not alter the pricing, obligations, or other terms of the Contract.

4.11. Attachments

The following attachment is incorporated into this Solicitation by reference and shall become part of the Contract Documents. Proposers are responsible for reviewing the attachment and its requirements prior to submitting a Proposal.

Attachment A – [Draft Contract](#)

4.12. Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)	August 18, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MDT.	August 28, 2026
Final Addendum Issued (if applicable)	September 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.	September 16, 2026
Independent Evaluation of Proposals Internal review by City-appointed Evaluation Committee	September 16-30, 2026
Interviews (if required) By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: • October 13, 2026 (8:00 a.m. – 5:00 p.m. MDT)	October 13, 2026

Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, and any required negotiations.	October 19, 2026
Contract Execution Contingent upon all required City approvals.	October 26, 2026

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and submit proposals well in advance of the submission deadline.
 - Instructions for registration are available on the BidNet® Direct website.
 - The City does not control or administer vendor access to the BidNet® system. Each Proposer is solely responsible for ensuring successful and timely electronic submission of its Proposal.
 - Technical assistance regarding the BidNet® system must be obtained directly from BidNet® at (800) 835-4603, Vendor Support Option 2, prior to the submission deadline.
 - Late submissions will not be accepted under any circumstances.
 - Proposals received by any means other than the BidNet® system will not be considered.
-

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, fully searchable PDF document. The Proposal shall not exceed thirty (30) pages. To facilitate the City's evaluation process, the Proposal should be organized in the same order as the requirements set forth in this Section.

For the purposes of this limitation:

- One (1) page shall be defined as one (1) single-sided page.
- Each side of a double-sided page shall count as one (1) page.
- The page limit applies to pages sized no larger than 8.5" x 11".
- The page limit includes cover letter, executive summaries, graphics, charts, tables, and appendices within the proposal narrative.

The following documents are excluded from the page limit:

- Table of Contents
- Section Dividers
- Sample Training Catalog required by Section 4.6.2
- Sample Reports required by Section 4.6.6

- The completed Solicitation Response Form (Section 7.0)
- Subcontractor Disclosure Form

Pages exceeding the stated page limit, or content outside the permitted exclusions, may not be reviewed or considered during the evaluation process.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the project, relevant qualifications, and understanding of the City's objectives and the Scope of Services.

The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of the Solicitation.

5.4. Solicitation Response Form

The Proposer shall complete and submit the Solicitation Response Form provided in Section 7.0. Only the completed form shall be returned; the remainder of the Solicitation shall not be resubmitted. Any requested exceptions shall be submitted in accordance with Section 5.6.

5.5. Subcontractor Disclosure

The Proposer shall complete and submit the Subcontractor Disclosure form provided with this Solicitation. If no subcontractors are proposed, the Proposer shall indicate "None."

5.6. Exceptions to Terms and Conditions

The Proposer shall clearly identify any exception to the requirements, terms, or conditions of this Solicitation in a single, consolidated section of the Proposal titled "Exceptions." Each exception shall reference the applicable section number and clearly describe the proposed modification. The Proposer shall not submit a redlined version of the complete Solicitation. Any exception not clearly identified in this section may be

deemed waived. The City reserves the right to accept or reject any requested exception, in whole or in part, or to require withdrawal of an exception as a condition of award.

5.7. Price Proposal Submittal Requirements

Proposers shall provide a complete and detailed fee schedule in accordance with the pricing requirements of Section 4.7.6. The Price Proposal shall clearly identify the proposed pricing methodology, all Services included in the base fee, and all additional or optional fees, charges, and costs. All pricing assumptions, exclusions, conditions, and limitations shall be clearly identified.

5.8. Capacity, Credentials, Experience, and References

The Proposer shall provide the information necessary to demonstrate its qualifications, experience, organizational capacity, and ability to successfully perform the EAP Services required by Section 4.0.

At a minimum, the Proposal shall address the applicable qualifications and experience requirements identified in Section 4.0 and include the following:

- **Organizational Qualifications and Experience:** Provide the Proposer's primary business location and the office location(s) from which the City's account will be supported. Demonstrate the Proposer's experience and organizational capacity to provide the EAP Services required by Section 4.0, including experience serving municipalities, public-sector organizations, and comparable employer groups.
- **Key Personnel and Account Management:** Identify the key personnel who will be assigned to the City and directly responsible for providing, managing, or supporting the Services, including the primary account manager and implementation personnel. For each individual, provide the proposed role and responsibilities, qualifications and relevant EAP experience, office location, and availability to support the City. Identify any personnel who will provide Services remotely and any personnel available to provide on-site support in Grand Junction.
- **Organizational Structure:** Describe the proposed organizational structure for providing the Services, including lines of responsibility and communication and the role of any subcontractors or other entities that will materially participate in providing the Services.
- **References:** Provide three (3) client references from organizations of similar size or complexity for which the Proposer has provided comparable EAP Services within the past five (5) years.

For each referenced project, provide:

- Organization name
- Reference contact name, title, phone number, and email address

- Description of Services provided
- Contract term

The City may contact any reference provided and may consider information obtained through reference checks in its evaluation of the Proposer's qualifications and past performance.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, reliability, and demonstrated ability to deliver Services comparable to those required under this solicitation.

5.9. EAP Services and Implementation Approach

The Proposer shall provide a comprehensive response demonstrating its approach to performing the Services and satisfying the requirements of Section 4.0. At a minimum, the response shall address the following:

- Clinical and Counseling Services;
- Work-Life and Organizational Support, including the sample training catalog required by Section 4.6.2;
- Accessibility and Member Experience;
- Provider Network and Quality Assurance;
- Implementation and Account Management;
- Reporting and Performance Measurement, including proposed performance guarantees and service level agreements;
- Technology, Privacy, Confidentiality, and Data Security; and
- Any value-added or optional services proposed.

The Proposal shall include all supporting information, schedules, samples, and other documentation specifically requested in Section 4.0.

The response shall clearly demonstrate the Proposer's readiness and capability to satisfy the requirements and objectives of this Solicitation.

5.10. Legal Proceedings and Litigation

The Proposer shall disclose any pending litigation, regulatory action, or administrative proceeding, and any such matter concluded within the past five (5) years, that could affect the Proposer's ability to perform the Services or materially relates to the Services required under this Solicitation. For each matter, provide a brief description of the underlying issue and its current status or outcome. If none, state "None."

Failure to disclose relevant legal proceedings may impact the evaluation process.

Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An Evaluation Committee appointed by the City will review and evaluate responsive proposals received in accordance with this RFP. Evaluation will be based on the criteria and relative weights identified in this Section, including the Proposer's qualifications and relevant experience, proposed EAP services and approach, provider network and accessibility, implementation and account management, and performance and reporting capabilities.

The City will select the Proposal determined to provide the best overall value based on the evaluation criteria established in Section 6.3.1, together with consideration of proposed pricing as provided in Section 6.2.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria and respective weights identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, in whole or in part;
- Waive informalities or minor irregularities;
- Consider the Proposer's past performance providing similar services, including Services provided to the City or other public-sector organizations;
- Verify references and information provided in the Proposal;
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Pricing will not be separately scored but will be considered by the City in determining overall value and in making an award.

6.3. Scoring Criteria

Each Evaluation Committee member will independently evaluate and score Proposals using the criteria and relative weights identified in Section 6.3.1. Each criterion will be scored on a scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that demonstrates the ability to fully meet or exceed the requirements of the RFP.

Each score will be multiplied by the applicable criterion weight to determine the weighted score. The weighted scores for all criteria will be totaled to determine each Evaluation Committee member's score for the Proposal.

Following completion of individual evaluations, the City will aggregate the weighted scores from all Evaluation Committee members to establish the Proposers' qualitative rankings.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 100%)

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, clarity, organization, and responsiveness of the Proposal to the requirements and requested information identified in this RFP.
EAP Services and Program Approach	25%	Demonstrated understanding of the City's EAP objectives and proposed approach to providing the Services required by Section 4.0, including clinical and counseling services, work-life resources, crisis response, management support, training, accessibility, and member experience.
Qualifications, Experience, and Account Support	20%	Qualifications, relevant EAP experience, organizational capacity, key personnel, account management resources, personnel availability and location, and client references, consistent with Sections 4.0 and 5.8.
Provider Network, Accessibility, and Quality	25%	Strength, accessibility, and adequacy of the proposed provider network; availability of qualified behavioral health professionals; local and regional access; appointment availability; service delivery options; credentialing and quality assurance; and ability to identify and address network gaps, consistent with Section 4.0.
Implementation, Account Management, Reporting, and Performance	25%	Effectiveness of the proposed implementation and transition approach, ongoing account management, communications and engagement support, utilization and performance reporting, service metrics, performance commitments, and ability to support the City's ongoing administration of the EAP in accordance with Section 4.0.

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

6.4. Shortlisting Proposers

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in the process when determined to be in the City's best interest.

Compliance Review

Proposals will undergo an initial review to determine compliance with the mandatory requirements of this RFP. The City's Purchasing Agent may request written clarification from a Proposer to address minor ambiguities or clarify information contained in its Proposal. Clarification shall not be used to materially modify a Proposal or cure a material deficiency.

Evaluation and Scoring

Proposals will be independently evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weights identified in Section 6.3.1. Evaluator scores will be compiled into an Evaluation Matrix to assist the Committee in establishing rankings and identifying the highest-ranked Proposers for further consideration.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, experience, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance providing EAP services of similar scope and complexity;
- Quality, accessibility, and responsiveness of services;
- Account management, implementation, reporting, and communication;
- Provider network performance and participant access;
- Compliance with contractual requirements; and
- Overall client satisfaction and experience.

The City may contact references provided by the Proposer and other sources familiar with the Proposer's performance. The City may request additional information necessary to verify information contained in the Proposal or further evaluate the Proposer's qualifications and ability to perform the Services.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more of the highest-ranked Proposers may be invited to participate in an interview or presentation to further evaluate the Proposer's qualifications, proposed EAP Services, and ability to successfully perform the Services required by this RFP.

The City will determine the number of Proposers invited to participate. Shortlisted Proposers will be notified in writing of the interview or presentation requirements, date, time, and format. Interviews or presentations may be conducted in person or virtually and will generally align with the Tentative Calendar of Events.

If conducted, interviews or presentations may be used to further evaluate or clarify the Proposer's:

- Understanding of the City's EAP needs and objectives;
- Proposed EAP Services and program approach;
- Provider network, accessibility, and service delivery;
- Key personnel, account management, and organizational capacity;
- Implementation, reporting, and performance capabilities; and
- Overall ability to meet the requirements of Section 4.0.

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following completion of the evaluation process. If negotiations are unsuccessful, the City may discontinue negotiations and proceed with the next highest-ranked Proposer.

Negotiations may include:

- Clarifications or revisions to the proposed Services, terms, or performance commitments;
- Adjustments to pricing, fees, or pricing assumptions, including a request for a Best and Final Offer (BAFO); and
- Other modifications necessary to finalize the Contract and meet the requirements of this RFP.

Any negotiated changes shall be incorporated into the final Contract.

6.8. Award

The City intends to award the Contract to the Proposer determined to provide the best overall value to the City based on the evaluation process established in this RFP. The City reserves the right to reject any or all Proposals, waive informalities or minor irregularities, or decline to make an award when determined to be in the City's best interest.

Any award is subject to approval by the appropriate City authority and successful execution of the Contract.

6.9. Contract Execution

The selected Proposer shall execute the Contract and provide all required documentation within the timeframe specified by the City. Failure to do so may result in withdrawal of the award and selection of the next-highest-ranked Proposer, or cancellation of the Solicitation.

Contract execution is contingent upon funding availability, completion of all required City approvals, and finalization of the Contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to execution of the Contract.

Any protest concerning the intended award shall be submitted in writing within the timeframe and in accordance with the procedures established by the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5972-26-KF “Employee Assistance Program (EAP) Services”

The proposer must submit the completed, dated, and signed form.

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the Services described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The City of Grand Junction's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.

- A prompt payment discount of _____ percent (%) of the net invoice amount will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. The City may consider such a discount in determining the award, provided the discount period is at least ten (10) calendar days (Net 10).

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for reviewing and acknowledging all Addenda issued in connection with this Solicitation as part of the Proposal submission.

Additionally, the Successful Proposer must submit:

- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

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Subcontractor Disclosure

The Proposer shall identify all subcontractors proposed to perform Services under the Contract, including the name of the firm, the services to be provided, and the qualifications of key personnel assigned to the Project.

The City reserves the right to evaluate the qualifications, certifications, experience, capacity, and past performance of any proposed subcontractor and to reject any subcontractor that, in the City's judgment, does not possess the qualifications necessary to perform the assigned Services.

The Proposer shall remain fully responsible for the performance of all subcontractors and their personnel. Use of subcontractors shall not relieve the Proposer of any obligation, requirement, or liability under the Solicitation or any resulting Contract.

No subcontractor identified in the Proposal may be substituted, and no additional subcontractor may be engaged following Contract award without the prior written approval of the City.

The Proposer shall ensure that all subcontractors possess any licenses, certifications, registrations, qualifications, permits, or other credentials required to perform the Services assigned to them.

Name, Address, City, and State of Subcontractor	Description of Service(s) to be Performed	Estimated Value and Percentage of Services

If no subcontractors are proposed, the Proposer shall indicate "None."

Certifications

By signing the Solicitation Response Form, the Proposer certifies that all identified subcontractors are qualified to perform the proposed Services and shall comply with all applicable Contract requirements, including licensing, certification, regulatory, confidentiality, insurance, and safety obligations.