TOWN OF OYSTER BAY
DEPARTMENT OF HUMAN RESOURCES
NASSAU COUNTY, NEW YORK

REQUEST FOR PROPOSALS (RFP)

FOR

EMPLOYEE ASSISTANCE PROGRAM

ISSUANCE DATE: November 19, 2026

RESPONSE IS DUE BY: December 2, 2026 by 12:00 PM

DELIVER TO: TOWN OF OYSTER BAY
Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, NY 11771

Please note that finalists must be available on Thursday, December 3, 2026 for in-person interviews.

Consideration will be given only to responses received before 12:00 PM on December 2, 2026.

EMAIL PROPOSALS TO: personnel@oysterbay-ny.gov

REQUEST FOR PROPOSAL

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AUTHORIZED CONTACT PERSON: Prospective providers are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

John Canning, Commissioner of Human Resources
Town of Oyster Bay
Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, NY 11771
Telephone: (516) 624-6494
E-mail: personnel@oysterbay-ny.gov

INTRODUCTION: In accordance with the qualification-based consultant procurement policy of the Town of Oyster Bay (hereinafter referred to as "the Town"), the Department of Human Resources is seeking proposals from qualified professional firms to provide Employee Assistance Program services, as set forth more fully in the "Scope of Service."

FORM OF PROPOSAL: Any provider wishing to be considered under this RFP must submit a proposal including all relevant information. Proposals should be organized as described on page 5 herein. **RESPONSES ARE DUE BY DECEMBER 2, NOT LATER THAN 12:00 PM**. All proposals should be delivered to Town of Oyster Bay, Department of Human Resources, 54 Audrey Avenue, 3rd Floor, Oyster Bay, NY 11771 or emailed to personnel@oysterbay-ny.gov. Faxed responses will be not be accepted.

CONTRACT TERM: All services shall be performed for a one (1) year term from January 1, 2027 through December 31, 2027, with two (2) extensions (years 2028 and 2029) at the Town's option, each extension being one (1) year in length.

CRITERIA FOR EVALUATION: In accordance with Town of Oyster Bay Procurement Policy as established Resolution #154-2021, the criteria to be used by the Town in evaluating proposals received in response to this RFP shall include the following:

- The experience and knowledge of the provider in assignments of similar size, scope, and complexity;
- Special equipment, facilities and/or other resources relevant to the project;
- Size, staffing, resources and financial capability of the provider;
- The provider's knowledge and experience with respect to the relevant Town facilities and programs involved in the project;
- Past performance with the Town of Oyster Bay and other municipalities in regard to services;
- Time constraints and deliverability of service;
- It is expressly specified that the quality of the services to be rendered to the Town during the execution of the project is of paramount importance to the Town. However, it is also acknowledged that the cost of services is a substantial consideration.

USE OF SUB-CONSULTANTS AND OTHER SUBORDINATE ENTITIES: Providers responding to this RFP are advised that the Town will entertain the use of sub-consultants and/or other subordinate entities. In such event, the proposal must identify each sub-consultant and other subordinate entity, clearly describe the extent and nature of the work proposed to be delegated to each sub-consultant/entity, and provide information regarding each sub-consultant/entity in accordance with the requirements of this RFP.

FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES AND DOCUMENTS: It is the sole responsibility of each provider submitting a proposal in response to this RFP to familiarize itself with the Town's current facilities, programs, documents, methodologies, procedures, attention to best practices, in addition to any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the authorized contact person, arrangements may be made to visit and inspect equipment and/or view applicable documents. Any and all costs that may be incurred by the prospective proposer in familiarizing itself with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded a contract pursuant to the RFP, the Town will not allow any claims for payment which include billable time for such familiarization costs, regardless of whether the costs were incurred prior to or following the submission of the proposal by the successful proposer.

PAYMENTS AND CLAIMS: Payments to the successful proposer will be made in accordance with the terms of the Agreement to be entered into between the provider and the Town. The Town makes no representation regarding the actual value of the work to be performed pursuant to the RFP.

INSURANCE: The successful proposer, at the time of execution of the contract, shall also furnish the Town with insurance certificates of adequate limits, as later indicated to protect the Town, its agents, and employees from any damages, costs or litigation arising from this work. All subcontractors must also furnish copies of their liability insurance certificates to the Town. The Town shall be added as an additional named insured under each policy, as evidenced by an endorsement to the policy, which endorsement shall be furnished to the Town prior to performing any services.

DISSEMINATION OF INFORMATION: During the terms of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the Town, the account or performance of services under the agreement without prior written consent of the Town; and shall indemnify and hold harmless the Town, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, or any information, data, documents, or materials pertaining to the Town, the account or the contract by the proposer or its agents or employees. There is no expressed or implied obligation for the Town to reimburse responding companies for any expenses incurred in preparing proposals in response to this request.

WITHDRAWAL OF PROPOSALS: Proposers will be given permission to withdraw any proposals after they have been received by the Town, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the Town.

PROPOSAL REJECTION: The Town reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the Town.

CORPORATE MERGER/ACQUISITION/TAKEOVER: Any assignment or other transfer of any agreement resulting from this RFP by the proposer arising from merger, acquisition, takeover or any change in corporate form shall be subject to a condition that the pricing, terms and conditions incurring to the benefit of the Town under this contract shall continue to be at least as favorable to the Town for a period of not less than the contract term. Notwithstanding the terms of this provision, assignments or contractual obligations arising from corporate merger, acquisition, takeover or change in corporate form requires notice to the Town, Office of the Comptroller, as well as the express prior approval of the Town Board.

CONTRACT TERMINATION: Either party shall have the ability to terminate the contract for any reason with thirty (30) days written notice without the Town incurring any termination fee. The Town shall also have the right to immediately terminate a contract or a part thereof before the work is completed in the event of one or more of the following:

A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
B. The proposer is not adequately complying with the specifications.
C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
D. The proposer in the judgment of the Town is unnecessarily or willfully delaying the performance and completion of the work.
E. The proposer refuses to proceed with work as directed by the Town.
F. The proposer abandons the work.
G. The Town receives notification of any legal charges against or improprieties by the proposer or any of the proposer's principals.

In the event that the Town must immediately terminate the contract, the Proposer will be paid for all work completed prior to the termination.

SCOPE OF SERVICES: The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this RFP. Although the Scope is intended to serve as a reference in the preparation of the proposal, firms may include in their proposals any additional services with support the goals of the program.

It is the Town's intent to select one (1) Proposer to perform all of the services described in this RFP. As such, proposals should not be submitted, and will not be entertained by the Town, for a portion of the Scope described herein.

All Proposers shall adhere to all applicable federal, state and local regulations in the preparation of the Proposal and throughout the term of any Contract issued pursuant to the RFP.

The Employee Assistance Program services to be provided will be carried out under the direction of the Town of Oyster Bay, and specifically, the Department of Human Resources. Please quote the following services:

1. The screening and referral to outside agencies/practitioners of Town of Oyster Bay employees. This will include, but is not limited to, meetings with employees, labor-management consultations, family visits, hospital visits, and etc.
2. The maintenance of statistical data and monitoring reports that reflect present status and prognosis of employees currently under care.
3. Participation in regularly scheduled and ad hoc steering committee meetings as well as training sessions initiated by the Town of Oyster Bay.
4. Identifying and evaluating new referral sources.
5. Coordination with insurance providers and knowledge of the applicable benefits provided by the Town's insurance plans.
6. Services to be performed **on-site** each week. The minimum number of professional hours worked is **three hours per week** (maximum 18 hours per week) and the location where on-site services are to be performed will be determined. Documentation of off-site services to be provided upon request.
7. Publication and distribution of a quarterly Newsletter.
8. Distribution of EAP Brochures.

FORMAT OF PROPOSAL: Proposals should be organized in a fashion to include the following information, at minimum:

A. Letter of introduction;
B. Company overview with names and qualifications of key personnel;
C. Comprehensive description of facilities, staffing and operational hours;
D. Experience with the Town;
E. Description of services available with an itemized fee schedule. Please include fees for 2027, as well as the anticipated fees for each option year (2028 and 2029);
F. Company Information Sheet; and
G. Current certificate of insurance