



City of Delaware, Ohio, USA

Request for Proposal (RFP)

for

Occupational Health and Safety Services

Issue Date: October 18, 2021

Issued By: City of Delaware
1 S. Sandusky Street
Delaware, OH 43015

Inquiries: POC – Jessica Feller
City of Delaware
Human Resources Manager
jfeller@delawareohio.net
Q & A via Email

Information Due: 5:00 PM, October 29, 2021



Section I. Request for Proposal Notice

Notice is hereby given that the City of Delaware, Ohio (the City) is requesting proposals for an Occupational Health and Safety Consulting Services until 5:00 p.m., October 29, 2021.

One hard copy OR one electronic copy (emailed to jfeller@delawareohio.net) or sent on flash drive of your business proposal, clearly labeled **RFP Occupation Health and Safety Consulting Services**, should be sent to the City at the following address:

Attention: **Jessica Feller**
City of Delaware
1 South Sandusky Street
Delaware, OH 43015 (Hard Copy) and/or
jfeller@delawareohio.net (Emailed)

Please note that no formal opening of the proposals will take place.

Proposals will be evaluated, and the successful vendor(s) will be determined and approved by the City staff review team. The City reserves the right to reject any or all proposals, waive formalities and to select the vendor, benefits and services that best meet the needs of the City and its employees.

Inquiries should be directed by email to Jessica Feller, Human Resource Manager, at jfeller@delawareohio.net no later than Friday, October 29, 2021. Answers will be posted on the City’s website (<http://www.delawareohio.net/vendors/>) regardless of whether you received your RFP through the mail or the website.

Schedule: (dates are estimated and subject to change)

Release of RFP	October 18, 2021
Vendor Questions Due	October 25, 2021
Response emailed and posted to website	October 27, 2021
Proposals Due	October 29, 2021
Vendor Review/Interviews	November 12, 2021
Approval of Award	November 19, 2021
Contract Begin Date	December 1, 2021

Section II. Background & Introduction

The City of Delaware is the county seat of Delaware County. Delaware was founded in 1808 and was incorporated in 1816. With an estimated population of roughly 42,000, the City of Delaware continues to grow, adding new residents, businesses, and guests to the community. In 2019, the American Planning Association (APA) announced it has recognized downtown Delaware as one of 13 “Great Neighborhoods” on its “Great Places in America” list [See Article](#).

The City of Delaware is governed by a 7-member City Council consisting of a Mayor, a Vice-Mayor and five council members, three at large (including the mayor and vice mayor) and four ward representatives. The Mayor and members of City Council are elected every four years and all elected positions in the City are filled on a non-partisan basis.

The City Manager is appointed by the City Council and has been serving the Delaware community for 22 years. The City Manager is responsible for managing the day-to-day operations of the City and administering a municipal organization of over 300 employee and the annual operating and capital budget for 2021 is approximately \$121 million.

The City of Delaware currently has on average 330 employees performing a variety of tasks that would typically be found within a local municipality including police, fire/EMS, water utilities, parks and recreation, engineering, refuse collection, street and traffic operations as well as many other task-oriented positions both labor intensive an administrative in scope.

The City of Delaware is a local municipality within the State of Ohio and participates in the Public Employment Risk Reduction Program (PERRP) through the Ohio Bureau of Workers’ Compensation. This program has incorporated by refence all federal Occupational Safety and Health Administration (OSHA) standards found in the Code of Federal Regulations (CFR) Title 29 Parts 1910, 1926, 1928. The City is required to keep an OSHA 300AP log by PERRP and for benchmarking purposes. OSHA has no jurisdictional relationship with the City of Delaware. The City’s intent is to ensure compliance with all applicable State and Federal regulations and to assess and evaluate the existing programs for effectiveness, with the purpose of building and maintaining “best in class” practices.

The City does not have a Risk Department or any City-wide safety management, rather Risk Management is overseen by the Assistant City Manager. Other City departments may or may not have employees with safety responsibilities.

The City of Delaware employs various safety practices across the organization to address occupational health and safety activities aimed at the reduction of the frequency and severity

of injuries. Individual departments are responsible for developing employee safety policies, procedures, and practices to address the unique work environments of each. The City desires written and/or formalized safety programs which outline the basic requirements that are to be met by all departments and provide guidance in developing department specific safety procedures and practices.

The City does participate in a transitional return to work program for all employees. All efforts are made by the City and its Managed Care Organization to work with both the employee's care provider and the employee to accommodate modified duty assignments when applicable to ensure the employee returns to work as soon as they are able. The City is a wage continuation employer.

For the past 3 years the City has had an average of 22 recordable cases with an average of 136 days away from work and 114 days of job transfer or restriction.

Section III. Scope of Services

The City of Delaware seeks a person or team to consult and provide guidance on occupational safety and health matters. Overall, the City desires a customized plan suitable to the City of Delaware's needs, an audit of our policies and programs, relevant tools and best practices, recommended trainings, and consultant's help to design strategies that support in strengthening the organization internally from an occupational safety and health perspective.

This work will engage all level and areas of the organization, from frontline staff to the Directors and City Manager and may include City Council. We do not assume that the work outline will be sequential, rather, we believe it will likely begin and end at different times and may be revisited as our needs evolve over time. Specifically, we are looking for evaluations and recommendations on the following components. The City welcomes proposals that may recommend additional or different actions in the interest of occupational safety and health:

1. Internal Audit & Assessment – General

- a. Assess existing organizational safety practices, initiatives and culture through document review, personnel interviews, and onsite observations. Interviews will include individuals from all levels of the organization and each department.
- b. Assess service areas and departmental safety practices and initiatives.
- c. Assess policies and training materials.
- d. Identify staffing requirements necessary to achieve sustainable, effective and compliant program management.

- e. Results of the audit shall, at minimum, identify and/or address the following:
 - i. Areas where existing programs are out of compliance or can be improved
 - ii. Areas where additional programs are required to ensure worker safety and/or to meet regulatory compliance
 - iii. Hazards that have not been identified or mitigated by the District, citation of standards or recommendations to remedy the identified hazards.
 - iv. Outlining of appropriate staff qualifications and ongoing training requirements necessary to maintain proper certifications relative to program management and the performance of assigned duties
 - v. Organizational Management
 - 1. Identify best management practices regarding organizational placement of programs with citation of available examples and benchmarking with other similar sized utility organizations
 - 2. Cited experience of where these programs are seen to reside in the organizational structure of similar sized utilities
 - 3. Identify and thoroughly describe the viability of alternatives (e.g. outsourcing) of program management, organizational structure and staffing size, in whole or in part, and provide an estimated cost for each alternative identified.
- 2. Organizational Assessment, Strategic Advising and Consultation**
- a. Assess the organizations resources and talent level for individuals with direct responsibility and accountability for the safety program.
 - b. Complete an evaluation of the existing organizational structure, teams, and propose alternate structures to establish the safety program.
 - c. Complete an evaluation of the existing safety culture and propose a roadmap for safety culture excellence.
 - d. Provide ongoing consultation and advisement for the safety program.
- 3. Employee Training & Development**
- a. This training should educate employees, create a culture of safety, ensure that employees in each department have baseline training, and comply with regulatory standards.
 - b. Design and facilitate learning opportunities (in-person and virtual) for employees based on organizational assessment and which includes the following.
 - i. Accident Analysis
 - ii. Bloodborne Pathogen Exposure

- iii. Confined Spaces
- iv. Cranes/Hoists/Slings
- v. Electrical Safety-Related Work Practices
- vi. Emergency Preparedness and Response
- vii. Trenching and Excavations
- viii. Fire Prevention
- ix. Fall Protection
- x. First Aid
- xi. General Safety and Health Provisions
- xii. Hazard Communication
- xiii. Hazardous Waste Operations
- xiv. Hearing Conservation
- xv. Hot Work
- xvi. Laboratory Chemical Safety
- xvii. Lockout/Tagout (LOTO)
- xviii. Personal Protective Equipment (PPE)
- xix. Powered Industrial Truck Operation
- xx. Respiratory Protection
- xxi. Toxic Exposures/Substances
- xxii. Ergonomics
- xxiii. Violence in the Workplace

Section IV. Proposal Evaluation Criteria

The City of Delaware will evaluate respondents based upon the written response to this RFP; consultant interviews; references; and any other information requested by the City of Delaware. We will make the selection based on the following criteria:

1. Consultant's understanding of and approach in providing services.
2. Consultant's demonstrated qualifications and experience in this work, including the ability to affect real change, having performed similar services for local or state government or nonprofit organizations.
3. Years of experience in the field of occupational safety and health.
4. Ability to commit specific consultant(s) for the duration of the project for continuity.
5. References.
6. Proposed fees.

The City of Delaware reserves the right to accept any one or more than one proposal; to withdraw or cancel this RFP; to modify or amend, with the consent of the respondent, any proposal prior to acceptance; to reject any or all proposals or waive any informality and otherwise to affect any agreement that the City of Delaware in its sole judgement, deems to be in its best interest. The successful respondent will be expected to enter into a standard professional services agreement.

Section V. Proposal Organization

Required Sections

- Cover Letter
 - Firm Background, Principal Officers, Staff Qualifications and Experience, and Organizational Efforts Undertaken to Implement a Diversity & Inclusion Plan.
 - Scope of Required Services
 - References
 - Additional Data and Information
 - Attachments
 - Cost Proposal
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1. Cover Letter - Include the name of executive and professional personnel by skill and qualification who will be employed in the work. Identify only individuals who will do the work on this project by name and title. Resumes and qualification are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
 2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
 3. Scope of Required Services - Provide an overview of your recommended approach to each element outlined in the scope of services. This overview should include how the project will be managed and scheduled, communication and coordination, the working relationship between the company and City staff.

4. Provide examples of prior work implementing similar project for both your company and the individuals to be involved in the project.
5. References – A list of three references must be provided for similar projects recently completed. Please include the firm/agency name, address, brief description of the work and contact person and contact information. Government or nonprofit preferred.
6. Additional Data and Information – Any additional material such as communication materials, presentations, videos that may give the selection committee a broader sense for your company is welcomed.
7. Cost Proposal – Shall be submitted and include names, title, hourly rates, reimbursable expenses, and any other costs associated with providing the proposed services.

Section VI. Proposal Evaluation

The selection committee will evaluate each proposal by the above-described criteria to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview/follow up. The committee may contact reference to verify material submitted by the respondents.

The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal.

The interview must include the project team members expected to complete most of the work on the project. The City reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules along and open fee schedule prior to interviews.

Section VII. Additional RFP Details

Public Records

In entering into a contract with the City (or responding to a City solicitation), all consultants are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence and any other documents submitted to the City become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and be subject to public disclosure in accordance with Ohio Public Records Law.

Tax Exemption

The City is exempt from Federal and Ohio State sales tax. A tax exemption certificate will be made available at the successful consultant's request.

Expense for Preparing Response to RFP

The City accepts no responsibility for any expenses incurred by the responders to this RFP; including cost associated with RFP responses and presentations. Such expenses are to be borne exclusively by the responders.

Income Tax

When performing work within the City, the contractor will be required to withhold all City income taxes due or payable under the provisions of the Income Tax Ordinance, for wages, salaries, and commissions paid to employees and further agree that any subcontractors shall be required to agree to withhold any such City income taxes due under said chapter for services performed.

Compliance

The contractor shall observe and comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the City's contract.

The contractor shall comply, when applicable, with the U. S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments.

The contractor agrees that in the hiring of employees for the performance of work under the City's contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf shall, by reason or race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, nor shall any contractor, subcontractor, or any person acting on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under the City's contract on account of race, creed, sex, handicap, or color.

Non-Waiver of Rights

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Indemnification/Insurance

To the extent authorized by law, the contractor shall indemnify and hold harmless the City, its officers, elected officials, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the contractor's performance, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. If the contractor is required to go on City property to perform work or services, the contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

Relationship of Parties

The relationship between the parties to a contract resulting from this solicitation shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party. The contractor is responsible for all Social Security taxes and Bureau of Workers Compensation contributions for itself and any of its employees.

Assignment

Neither the contractor nor the City shall, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of their right, title or interest therein, or the obligation there under, without written consent of the other party.

Remedies

The City shall have all rights and remedies afforded under the Universal Commercial Code and Ohio law in contract and in tort, including but not limited to rejection of goods, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.

Termination

The City reserves the right to terminate any contract resulting from this solicitation in whole or in part for default (termination due to the contractor's failure to perform satisfactorily) or convenience (termination due to the best interests of the City). After 10 days from delivery of a written notice to the contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the contract. In such case, the contractor shall be paid for work executed, goods delivered and accepted, and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the contractor.