



Human Resources

Request for Proposal #: 320-200123TJ

Safety Training Consultant

Date of Issue: 1/30/2023

Proposal Opening Date: 2/15/2023

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Tracy Johnson

Purchasing Associate I

Email: Tracy.johnson@rockymountnc.gov

Phone: 252-972-1229



Request for Quote # 320-200123TJ

For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”

CITY OF ROCKY MOUNT HUMAN RESOURCES

Refer ALL Inquiries regarding this RFP to:

Tracy Johnson

Purchasing Associate I

Request for Proposal # 320-200123TJ

Proposals will be due: 2/15/2023 2:00 pm

Contract Type: Service

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED.

Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept, and Contract awarded this _____ day of _____, 20____ as indicated on the attached certification, by _____ Purchasing Manager.

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

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1.0 PURPOSE AND BACKGROUND

The City of Rocky Mount is seeking a qualified consultant that will complete specific occupational health and safety (OHS) training and provide appropriate training at the discretion of the City of Rocky Mount Safety Officer that is compliant with all federal, state, and local laws and regulations.

Quotes shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City's election.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Monday 1/30/2023
Submit Written Questions	Vendor	Friday 2/3/2022
Provide Response to Questions/Addendum	City	Wednesday 2/8/2022
Submit Proposals	Vendor	Wednesday 2/15/2023 2:00 pm
Award Contract	City	TBD

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to tracy.johnson@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-200123TJ: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City's response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page <https://rockymountnc.gov/services-finance-bids/> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
PROPOSAL NUMBER: 320-200123TJ Attn: Tracy Johnson City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-200123TJ Attn: Tracy Johnson City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** proposal responses, one [1] photocopy to the address identified in the table above.

- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

While the intent of this RFP is to award a Contract(s) to single Vendor, the City reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

Local Preference Policy. The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor

is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/services-finance-vendor-registration/>

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department, issuing department, other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of 2 years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: Accounts Payable
PO BOX 1180
Rocky Mount, NC 27802
 or
acctpayable@rockymountnc.gov

Vendor shall invoice the City of Rocky Mount Accounting Department. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

4.5 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
Optional: City of Rocky Mount			

5.0 SCOPE OF WORK

5.1 GENERAL

To secure a Safety Training Consultant to present information, using a variety of instruction techniques and formats such as simulations, team exercises, group discussions, videos, online services, and lecture for city employees in divisions such as Parks & Recreation, Cemetery, Environmental Services, Fleet Maintenance, Streets & Stormwater and Water & Sewer.

To assure that your specifications meet the above criteria, use the following checklist:

- Secure a safety training consultant to provide monthly safety training to six stakeholder divisions.
- Shall be credentialed with one or more of the following: OSHA, ASP, CSP, CIH, MESH
- Shall provide no less than 10, no more than 12 safety classes to each of the stakeholder divisions. Topics may include:
 - a. Contractor/Visitor safety, overhead and gantry crane, emergency action plan, fire prevention planning, flammable & combustible liquids, fire protection, Medical & First Aid Certification (valid for 2 years), bloodborne pathogens, ladder/mobile stairs safety, permit (required confined space), accident investigation, job safety analysis, pedestrian safety, compressed gas, storage & handling of liquefied petroleum gases, lifting/back safety, ergonomics, knife safety, cold stress, heat stress, slip, trips & fall prevention, control of hazardous energy LOTO), powered industrial truck (every 3 year certification), hearing conservation, how work program review, trenching & shoring, defensive driving, electrical, hand & portable powered tools and equipment, hazard communication, machine guarding and personal protective equipment (PPE)

- Shall provide a list of safety training content
- Itemized price list for services shall be provided
- Shall provide an itemized cost list for ad-hoc training
- Shall provide training in accordance with OSHA 1910, OSHA 1926, NIOSH, and ANSI standards.
- Shall provide a free demonstration to stakeholder division representatives. This demonstration will be a graded event where prospective instructors will be graded on subject delivery, quality, knowledge, content, and feedback.

5.2 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

ATTACHMENT A: PRICING

The bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the work described in these documents in full and complete in accordance with the scope of work, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

Item #	Description	Unit Price	Extended Price
1	Hazard Communication	\$	\$
2	Respiratory Protection	\$	\$
3	Personal Protective Equipment	\$	\$
4	Emergency Response / First Responder	\$	\$
5	Heat Stress	\$	\$
6	Bloodborne Pathogens	\$	\$
7	Noise/Hearing Conservation	\$	\$
8	Powered hand tool safety	\$	\$
9	Ladder Safety	\$	\$
10	Fire Extinguisher	\$	\$
11	Cold Stress	\$	\$

TOTAL PROPOSAL**Dollars \$**

