TOWN OF OYSTER BAY
DEPARTMENT OF GENERAL SERVICES
NASSAU COUNTY, NEW YORK

REQUEST FOR PROPOSALS (RFP)

FOR

EMPLOYEE HEALTH AND SAFETY PROGRAM
FOR OSHA/PESH COMPLIANCE

ISSUANCE DATE: October 2, 2026

RESPONSE IS DUE BY: October 23, 2026 by 4:45pm EDT

DELIVER TO: TOWN OF OYSTER BAY
Department of General Services
74 Audrey Avenue, 4th Floor
Oyster Bay, NY 11771

[Consideration will only be given to responses received before 4:45pm EDT]

EMAIL PROPOSALS TO: kdeturris@oysterbay-ny.gov

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Authorized Contact Person…… 3

Introduction…….. 3

Form of Proposal…….. 3

Contract Term…….. 3

Criteria for Evaluation…….. 3

Use of Sub-Consultants and other Subordinate Entities…… 4

Familiarization with Current Programs, Facilities and Documents…….. 4

Payment and Claims…… 4

Insurance…….. 4

Dissemination of Information…….. 4

Withdrawal of Proposals……..4

Proposal Rejection…… 4

Corporate Merger/Acquisition/Takeover…….. 5

Contract Termination…….. 5

Ethics and Disclosure……5

Scope of Work ……..6-7

Format of Proposal…….. 8

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

Ralph J. Raymond, Commissioner of General Services
Town of Oyster Bay
Department of General Services
74 Audrey Avenue, 4th Floor
Oyster Bay, NY 11771
Telephone: (516) 624-6101
E-mail: rraymond2@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 General Services is seeking proposals from qualified professional firms to provide Health and Safety Policies, as set forth more fully in the "Scope of Work."

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 8 herein. **RESPONSES ARE DUE BY OCTOBER 23, 2026 NO LATER THAN 4:45PM**. All proposals should be delivered to Town of Oyster Bay, Department of General Services, 74 Audrey Avenue, 4th Floor, Oyster Bay, NY 11771 or emailed to jconologue@oysterbay-ny.gov. Faxed responses will be not be accepted.

CONTRACT TERM: All services shall be performed for a three (3) year term from January 1, 2027 through December 31, 2029, with two (2) extensions (years 2030 and 2031) 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 expressed 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.

ETHICS AND DISCLOSURE

Pursuant to Town policy, upon completion of evolution and scoring, the selected vendor will be required to complete a disclosure questionnaire. That disclosure will be processed through the Town's vendor monitoring system and is subject to the approval by the Town's Inspector General. The questionnaire will be forwarded by e-mail to the principal whose name is provided on the firm's response. *Any firm that does not complete and return the electronic questionnaire will not be considered for an award under this RFP.*

SCOPE OF WORK

The vendor's scope of work for assisting the Department of General Services with the development and implementation of a comprehensive employee health and safety program is outlined below. The scope is based on the program requirements summarized in the RFP. The vendor's scope is also meant to be flexible so that we can address specific technical needs of the Department should they arise during the term of the contract. The vendor will maintain duplicate records on compliance and training programs needed by the Town.

1. ASSIST IN OSHA/PESH COMPLIANCE

The vendor will assist the Department in complying with the applicable requirements of OSHA regulations as adopted and enforced under the PESH program. This task will involve the basic work items described below.

The vendor will review OSHA and PESH requirements to determine their specific applicability to Town workers at all Town facilities. The vendor will assist the Town in the development of the New York Labor Law Compliance Program which is required by the Town to comply with OSHA and PESH, as well as Article 28 of the New York State Labor Law (New York's Right-to-Know Law). This task requires ongoing inspections of all Town facilities to identify existing compliance levels, and needed improvements. The vendor will provide written reports on each facility inspected outlining appropriate compliance measures.

The vendor will also provide interpretation of the applicability of the regulations relating to the Town's operations with recommendations to the Department in cases where the laws are not entirely clear. Some interpretations may require consulting with regulatory agency representatives, and the vendor will discuss these matters on behalf of the Town, if authorized by the Department beforehand.

2. REVIEW AND IMPROVEMENT OF EXISTING DEPARTMENT HEALTH AND SAFETY POLICIES, PROCEDURES AND WORK RULES

The vendor will review existing health and safety policies, procedures and work rules, as applicable to Town departmental programs, to assist in the identification of high loss exposure conditions, and make the necessary recommendations for the appropriate corrective actions. This task will involve inspections of facilities and interviews with key officials and workers within each department. Any department specific written work procedures and rules will also be reviewed and evaluated to determine whether or not revisions are necessary. The level of compliance with the various regulatory requirements and compliance with good engineering and work place practices will be assessed as part of this department-specific evaluation. Based on the findings, the vendor will provide the Town with recommendations for corrective actions for each Town facility. Follow-up work will include the development and implementation of new procedures and policies as appropriate. Periodic re-inspections may be performed to help ensure that established procedures are maintained after initial implementation.

3. DEVELOP/DESIGN TRAINING PROGRAMS

The vendor will assist the Town with the established training programs. Follow-up work will include the continuance of these programs, the evaluation and updating of these programs as necessary, as well as the introduction of new programs as required by OSHA/PESH or other health and safety regulatory agencies. The vendor can provide this training if appropriate, or outside technical specialists to conduct specific training if required for particular work practices. Costs associated with training performed by outside specialists, if required, are not included as part of this scope of work.

4. SITE HEALTH AND SAFETY AUDITS

The vendor will conduct selected health and safety inspections of Town facilities, including those facilities under the following departments: Parks, Public Works, General Services, and Environmental Resources. The vendor will prepare a written report for each site outlining existing conditions and recommended follow-up actions. The inspections will focus on compliance with OSHA/PESH requirements, including proper work place safety, signage, labeling, equipment lock-out devices, lighting, exit routes, and other physical aspects of site safety. The vendor will perform regular inspections on all facilities annually, with specific follow-up site visits for individual sites to ensure that any recommended response actions have been implemented.

If requested, the vendor will meet with Town supervisors and their personnel at a facility to provide instructions, guidance and resources so that designated persons can perform self-auditing and inspections within their own departments. A checklist may be prepared and provided by the vendor to serve as an aid for designated employees in conducting their self-auditing functions.

5. INVESTIGATE, RESEARCH, SURVEY AND REPORT GENERATION

The vendor will provide health and safety consulting and related technical assistance to the Department as required to accomplish the tasks discussed above. The vendor will continue to work closely with the Department, and with representatives of other Town departments as appropriate, under the direction of the Department. The vendor will provide written reports, and other documentation for the activities outlined above as deemed appropriate by the Town. The vendor may also provide on-call technical assistance to the Department on health and safety issues that may arise during the term of the contract.

The vendor will provide rapid response site inspections to investigate incidents, research into specific regulatory issues affecting the Town, or other assistance requested by the Department on an as-needed basis. Unexpected inspections by New York State Department of Labor officials have required expeditious follow-up actions by the Town. The vendor will assist the Town with such issues as they may arise during the course of work under this contract.

In cases where issues have arisen that were outside the scope of the Department's existing contract, the vendor will work with the individual departments to assist them with the required compliance actions.

In many cases, separate specific follow-up programs need to be established to assist the individual departments and divisions.

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 and 2028, as well as the anticipated fees for each option year;
F. Company Information Sheet; and
G. Current Certificate of Insurance