



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

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REQUEST FOR PROPOSALS (“RFP”)

FOR

Online Compliance and Non-Compliance Training Modules for the  
Employees of the Town of Oyster Bay

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ISSUANCE DATE: April 30, 2021

**RESPONSE IS DUE BY: May 21, 2021 – by 4:45 pm EDT.**

EMAIL TO: [personnel@oysterbay-ny.gov](mailto:personnel@oysterbay-ny.gov)

Department of Human Resources  
54 Audrey Avenue, 3<sup>rd</sup> Floor  
Oyster Bay, NY 11771

**[Consideration will be given only to responses received before 4:45pm on May 21, 2021  
EDT.]**

REQUEST FOR PROPOSAL

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Attachment: Town of Oyster Bay Disclosure Questionnaire

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

Vicki Spinelli  
Deputy Commissioner of Human Resources  
Town of Oyster Bay  
Department of Human Resources  
54 Audrey Avenue, 3<sup>rd</sup> Floor  
Oyster Bay, NY 11771  
Telephone: (516) 624-6435  
E-mail: [personnel@oysterbay-ny.gov](mailto: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 Online Compliance and Non-Compliance Training Modules, as set forth more fully in the “Scope of Services.”

**FORM OF PROPOSAL:** Any provider wishing to be considered under this RFP must submit its proposal with any additional relevant information via email. Proposals should be organized as described on page 5 herein. **RESPONSE IS DUE BY May 21, 2021, NOT LATER THAN 4:45PM.** All proposals should be emailed to [personnel@oysterbay-ny.gov](mailto:personnel@oysterbay-ny.gov) . Faxed or responses sent by postal mail will be not be accepted.

**CONTRACT TERM:** All services shall be performed for one and a half (1.5) years from July 1, 2021 through December 31, 2022, with two (2) extensions at the Town’s option, each extension being one (1) year in length. The optional extensions should be inclusive of the full calendar years of 2023 and 2024.

**CRITERIA FOR EVALUATION:** In accordance with Town of Oyster Bay Procurement Policy as established by 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.
- All consultant contracts are subject to the approval of the Town of Oyster Bay Inspector General.

**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. Sub-consultants will only be able to be utilized upon approval of the Town Board and the Town of Oyster Bay Inspector General.

**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, software, 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 software, 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, employees, and/or agents 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 prior to the end of the response period. 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:** Upon prior notice to the Town 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 proper notification of any legal charges or improprieties incurred by the proposer or any of the proposer's principals.



Separate training modules/training exercises specific to the employees who need to oversee other employees in the workplace.

Training should be online with an option to be in person.

3. Ethics Training 2000 employees  
The Ethics training should be specific to the guidelines set forth by the Ethics Committee for the Town of Oyster Bay.
4. The Ability to Upload Town training videos  
The Town of Oyster Bay may provide its own training videos, which would need to be uploaded.  
The ability to track the employees who watched these training videos.

## **Part II.**

*The services to be provided will be carried out under the direction of the Town of Oyster Bay, and specifically, the Department of Human Resources, and shall include, but are not limited to: online and/or in person disability inclusion training, separate supervisor/managerial training, ethics training specific to the Town of Oyster Bay, bi-lingual training, the ability to track various categories of interest to the Town, as hereinafter set forth. Please quote the following service:*

### Disability Inclusion Training 1500-2000 employees

The ability to teach employees on how to interact with co-workers and the public with special needs, developmental/physical/mental disabilities, invisible or visible disabilities and mental/physical illnesses.

### Disability Sensitivity Training

The ability to teach different tools, not limited to: effective communications, disability do's and don'ts, preferred semantics, "People first speaking".

## **Part I and Part II (Quote on an optional basis)**

1. Bilingual Training 50 Spanish speaking employees  
Training modules/quizzes/certificates of completion in both the English and Spanish languages
2. Tracking:  
The ability to track the employees and notify the Town of any employee who has not completed their specific training modules  
The ability to sort the employees by department

The ability to sort the employees by the trainings needed specific to their job  
The ability to track any new Federal, State and/or Local Laws to ensure the Town is always in compliance. In addition, the Proposer should have a catalogue of Federal, State and Local required trainings so the Town is always in compliance.

**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, equipment, staffing and operational hours;
- D. Experience with the Town;
- E. Description of services available with an itemized fee schedule. Please include fees for 2023 and 2024, as well as the anticipated fees for each option year;
- F. Company Information Sheet; and
- G. Current certificate of insurance