

**CITY OF RICHMOND****REQUEST FOR PROPOSALS****SAFETY/LOSS PREVENTION PROGRAMS AND ADMINISTRATION**

The City wishes to obtain competitive proposals relative to the administration of a quality turn-key safety and loss prevention program. The RFP requests that specific information be provided. Bidders may expand on the information requested and/or provide other related information. However, it is important that bidders follow the directions, proposal format, and comply with all instructions contained in the RFP to ensure that the proposal is considered.

I. Background**A. Number of Employees and Departments Operated:**

The City of Richmond is a public municipality, located 16 miles northeast of San Francisco on the western shore of Contra Costa County, occupies 33.7 square miles of land area on a peninsula that separates the San Francisco Bay from San Pablo Bay, and spans 32 miles of shoreline. The City employs approximately 754 employees, including full-time, part-time, and seasonal/ temporary. The City has full fire and police services, port operations, library, a housing authority, an employment and training department, as well as recreation, public works, and general government services.

B. PERS Membership:

Eligible employees are members of the Public Employees Retirement System.

C. The City of Richmond is self-insured for Worker's Compensation with Excess Coverage provided through The California State Association of Counties – Excess Insurance Authority (CSAC-EIA). The City has a self-insurance retention of \$750,000 per claim.**D. Current Program Administration**

Since December 2006, the safety/loss prevention program is currently administered by Du-All Safety, LLC located in Fremont, California.

E. Program Management:

The Safety/Loss Prevention programs are managed by the Risk Manager. The Risk Management Division is located in the Human Resources Management Department. An objective of the risk management function is to evaluate current

practices, risks and exposures, and processes to reduce claim frequency, severity, and financial impact upon the City. In addition to safety programs, the risk management function also manages general liability claims, workers compensation, risk assessment, employee benefits programs, and City insurance acquisition.

II. Scope of Work

- A. To review and provide development of, or updates to, the required written environmental health and safety programs for the City of Richmond. These required programs, policies, and procedures include, but are not limited to:

<u>Required Program</u>	<u>Regulatory Citation</u>
Injury & Illness Prevention (SB 198)	8 CCR 3202
Hazardous Materials Management Plan	22 CCR 66264.16
Hazard Communication (HazCom)	8 CCR 5194
Emergency Action Plan	8 CCR 3220
Lock & Tagout	8 CCR 3314
Hearing Conservation	8 CCR 5099
Respiratory Protection	8 CCR 5144
Fall Protection	8 CCR 1669
Confined Space	8 CCR 5157
Hazardous Waste	8 CCR 5192
Bloodborne Pathogen	8 CCR 5193
Asbestos	8 CCR 1529
DOT Transportation Safety	CFR 1910.120 etc.
Hotwork	8 CCR 4848
Heat Illness	8 CCR 3395
Personal Protective Equipment	8 CCR 3380
Ergonomics	8 CCR 5110

- B. To regularly review the required Cal-OSHA, EPA and County Toxic Enforcement record keeping requirements including, but not limited to:

- OSHA Log 300
- Employee Training Records
- Postings
- Hazardous Material Labeling, Storage, and Inspection Records
- MSDS's and Chemical Inventory
- Accident Investigations
- Communications
- Manifesting

- C. To conduct comprehensive facility safety audits to identify and classify existing hazards, and assign a risk assessment code, based upon severity and probability of a potential incident. The confidential results of the audit, in report form, will

include: identification of equipment, processes and procedures currently in place, a hazard analysis of existing jobs, a review of all safety documentation, and an executive summary.

- D. To conduct periodic on-site health and safety inspections and/or assessments of City facilities, hazards, Cal-OSHA required equipment, hazardous materials and waste, processes, etc. as requested. To review with and submit a written correction list of the inspection findings and recommended corrections to the Risk Manager.
- E. To provide all required signs, labels, tags, placards, and postings at no additional cost.
- F. To provide monthly training, as well as the required annual training, at the direction of the Risk Manager to include but not be limited to the following topics:

Injury & Illness Prevention	Back Safety
Ergonomics	Fire and Evacuation
Respiratory Protection	Electrical Safety
Lockout/Tagout	1 st Aid/CPR/AED
Fire Extinguisher	Right to Know
Machine Tools	DOT Requirements
Hazardous Materials	Personal Protective Equipment
Forklift Certification	Lead Handling
Fall Protection	Ladder Safety
Scaffolding Safety	Trenching and Shoring
Lane Closure	Confined Spaces
Heat Illness	Asbestos Awareness
Workplace Violence	Hazardous Waste
Hearing Conservation	Mold
Eye, Hand, Foot Safety	Bug bites and Animal Handling
Driver Safety	Hot Work
Welding/cutting/brazing	Defensive Driving

- G. To develop and maintain a training matrix that identifies each employee group and the required training frequency for each subject.
- H. To conduct ergonomic assessments of employee workstations and recommend changes or modifications to employees, supervisors, and the Risk Manager, as well as to follow through with procurement and installation of any equipment deemed ergonomically necessary.
- I. To conduct, evaluate, and submit a report on the evacuation drills per evacuation procedures on an annual basis.

- J. To plan and organize safety-related activities and events.
- K. To maintain copies of all training records, and when re-certification is due.
- L. To prepare the agenda, attend and conduct the monthly safety meeting with the City of Richmond's Safety Committee. Within one week of the meeting, submit the minutes of the meeting to the Risk Manager for approval.
- M. To inspect the safety suggestion boxes and forward to the proper safety coordinator the employee suggestion with a recommended response.
- N. To investigate health and safety observations and complaints and recommend corrective actions to eliminate unsafe working conditions and practices.
- O. To help handle any regulatory agency inspection (i.e. toxic enforcement, EPA, County Health Department, Fire Department, Cal-OSHA, etc.)
- P. To be available, via phone, M-F from 7:00 AM to 5:00 PM to assist employees with any questions associated with the safety program as well as be available for special meetings with safety coordinators and managers/supervisors to help support and review the safety programs and compliance progress.

III. Minimum Qualifications

- A. The firm and/or its principals servicing the City shall have at least **five (5) years** of experience administering and analyzing an occupational health and safety program, which includes experience involving the management of an Injury and Illness Prevention Plan (IIPP), the investigation and corrective action of occupational safety hazards, and providing safety training to employees. Preference will be given to firms with municipal or other public agency experience.
- B. The firm servicing the City of Richmond shall at all times have a proximate location to the City conducive to the expedient investigation/administration of claims (in the sole discretion of the City), as part of the service.
- C. The **dedicated program manager** must have a minimum of three years of experience with education equivalent to a Bachelor's degree from an accredited college or university with major course work in industrial engineering, safety, occupational health and safety, or a related field. Possession of a Certified Safety Professional Certificate is highly desirable.
- D. The designated program manager must be experienced with applicable local, state, and federal laws and regulations concerning occupational safety and

health, worker's compensation, medical confidentiality, and other applicable regulations including OSHA, Cal-OSHA standards; principles and practices of program and activity planning and evaluation.

- E. The designated program manager must be experienced in acceptable training and public speaking methods and models and technical and professional report writing techniques and standards.
- F. The designated program manager must be experienced in public entity client work including fire and police safety employees.
- G. The firm must have a strong customer service orientation at all levels of the firm, as well as the designated program manager.
- H. The designated program manager shall dedicate at least forty (40) hours per month to the City of Richmond.
- I. The firm must provide a qualified back-up program manager in the event of absence of the designated program manager.
- J. The adjusting firm shall provide support personnel (clerical, technical) as needed to perform services under this program.

IV. Proposal Format

A. General

Please submit an electronic copy of your proposal. The cover shall clearly indicate the proposal title and the firm name.

The proposal shall be prepared and organized using the following content format:

- Part 1. Organization of firm
- Part 2. Staffing
- Part 3. Experience
- Part 4. Insurance
- Part 5. Reports
- Part 6. Contractual Requirements
- Part 7. Scope of Work
- Part 8. Appendices

Part 9. Proponent's Fee Schedule (Submit under separate sealed cover with proposal.)

In addition to the Fees section, please fill out Attachment A, Proposer's Fee Schedule, and submit under separate sealed cover with proposal.

B. Confidential Material

Any proposal material which a firm considers confidential should be labeled clearly as such, or the identifying factors making it such should be redacted. Any material submitted may be subject to public disclosure in accordance with State and Federal law.

C. Proposal Content

Proposals are expected to comply with the outline presented, complete with part designations and responses to each part's component.

Part 1. Organization of Firm

- a. Give name of firm, business address and date established.
- b. Specify if a corporation, partnership or sole proprietorship. If a corporation or partnership, specify when and where incorporated or formed. List other DBA's.
- c. List officers, partners or owners of the firm by name, title and percent of ownership.
- d. Indicate any relationship of firm to parent companies or organizations and subsidiary relationships.
- e. Give name, title, address and telephone number of individual with authority to negotiate on behalf of the firm and who may be contacted during the period of proposal evaluation.
- f. Give the total full and part-time staff currently employed by the firm.

22 full time & part time

Part 2. Staffing

- Resumes*
Appendix A
- Appendix B*
Active Firm
- Submit resume(s) of key personnel to be assigned as principals to the City's account if awarded contract. Submit name of designated program manager, resume, and current salary.
 - Submit an outline of the firm's organizational structure. Describe support staff.
 - Identify the person to act as contract administrator if awarded the contract. This person must have full authority to resolve disputes with the City.
 - Provide the location and address where the programs and files will be located and managed.
 - Describe staff training programs and incentive programs.
 - Specify employee turnover rate within the last 2 calendar years.

Part 3. Experience

- ★ Appendix C Reference*
- Describe the firm's business experience in the area of Safety and Loss Prevention administration – particularly experience with municipalities or other public agencies.
 - Include a list of public entity clients within the last five (5) years for whom your firm has performed Safety and Loss Prevention administration services. Provide the name and phone number of an individual with each client the City can contact to check references.
 - Provide a list of prior clients who have elected to contract with other companies during the past 24 months.
 - Explain the training services your firm would provide to or coordinate for the City.

Part 4. Insurance

The successful firm must be able to provide evidence of insurance coverage as follows:

- Professional Liability including Errors and Omissions coverage of at least \$2,000,000 per occurrence.
- Comprehensive General or Commercial General Liability (including for each Bodily Injury, Personal Injury and Property Damage) of at least \$2,000,000 per occurrence, and \$4,000,000 general aggregate.

- c. Auto Liability with limits of at least \$2,000,000 combined single limit. The City will require an Additional Insured endorsement to the general and auto liability policies. Refer to Exhibit B; a sample City contract for specific requirements related to insurance.
- d. Worker's Compensation Insurance with statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If company is self-insured, provide a certificate of Permission to Self-Insure, signed by the Department of Industrial Relations and Self-Insurance, Sacramento, California.



Part 5. Reports

Don't forget to provide sample reports and in Appendix D

- a. Provide reports contemplated by firm to meet the City's needs.
- b. Describe the computer system used by the firm and client access into the system.
- c. Describe internet based services available to client to manage their programs and retrieve information and reports.
- d. Describe training programs developed and implemented for other agencies. Provide a sample training schedule for the City of Richmond.
- e. Provide examples of articles and/or papers written on safety related issues.

*Appendix D
POS
Appendix
article
E*

Part 6. Contractual Requirements

The City expects to retain a firm to serve for a period of at least 3 fiscal years with annual extensions thereafter. The City may terminate this Agreement at any time prior to completion by the Contractor of the project or services immediately upon written notice to Contractor. In this part, provide information regarding any special contractual requirements your firm desires. The awarding firm shall execute the attached sample contract with the City.

Part 7. Scope of Work

Describe how the firm proposes to meet the scope of work in Section II of this RFP, and additional services provided at no additional cost.

Part 8. Appendices

Part 9. Proponent's Fee Schedule

- a. Explain the fee structure for the administration of the Safety/Loss Prevention Program for each type of service:

V. Schedule

The following is the tentative schedule for the RFP process. Proposers will be notified of changes.

- | | |
|---|------------------------------------|
| ▪ Issuance of the Request for Proposal: | <u>April 23, 2024</u> |
| ▪ Date of final acceptance of proposals: | <u>May 10, 2024</u> at 5:00 pm PST |
| ▪ Interviews of potential administrators: | <u>May 13, 2024</u> |
| ▪ Decision for award: | <u>May 14, 2024</u> |
| ▪ City Council approval of contract: | <u>June 18, 2024</u> |
| ▪ Assumption of services: | <u>July 1, 2024</u> |

VI. Proposal Submittal/Evaluation

A. Date and Time for Proposal Submittal

Electronic Proposals shall be submitted to:

Laura Marquez, Risk Manager
City of Richmond – Human Resources Department
riskmanagement@ci.richmond.ca.us

All proposals shall be received by the Human Resources Department no later than 5:00 p.m. PST on Friday, May 10, 2024. **Postmarks and faxed submittals will not be accepted. Late proposals will be rejected.**

B. Evaluation

The proposal will be rated and ranked based on the following criteria (which is not in rank order of importance):

- | | |
|--|-----|
| 1. Ability to provide all services as outlined in the Request for Proposal. | 40% |
| 2. Experience of the firm and expertise of its personnel assigned to the City's account in provision of services. | 10% |
| 3. Past record of performance including control of costs, quality of work, and completion of tasks in a timely manner. | 10% |
| 4. Cost of services. | 30% |
| 5. Concept and proposed solutions, including responsiveness to the RFP, completeness and thoroughness of proposal. | 5% |
| 6. Additional services available from firm which are deemed to be of benefit to City. | 5% |

VII. Disclaimers

1. Costs for developing proposals are entirely the responsibility of the party responding to the RFP and shall not be chargeable in any way to the City.
2. Proposals shall be reviewed by City and those deemed to be most qualified in the sole discretion of City shall be scheduled for an interview with a review panel.
3. Bidder presentations will be scheduled at the discretion of the City and bidders shall bear any expense associated with such presentation. Bidders not available to attend the presentation may be removed from further consideration.
4. The City shall not discriminate on the basis of race, color, ancestry, religion, creed, national origin, gender, sexual orientation, physical handicap, age and marital status in the award or performance of any contract or subcontract resulting from or relating to this contract.
5. The proposal will not constitute an agreement, but rather, will supply provisions which will be incorporated by reference into an agreement between the parties for claims adjusting services.
6. Payment for services will be made in arrears upon submittal of invoice with terms of net 30.
7. The City reserves the right to withdraw this RFP at any time without prior notice. The City also makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to reject any and all proposals and to be the sole judge of the responsibility of any bidder and of the

suitability of the materials and/or services to be rendered. The City reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term "minor" as used herein means any bidder or City irregularities or oversights that does not materially affect or alter the intent and purpose of the RFP, and does not provide an unfair advantage or disadvantage to a bidder.

8. City reserves right to contract directly with any ancillary service that it deems would better serve the City for cost efficiency and service delivery. It is expected that firm shall cooperate with any such ancillary service.
9. Any party submitting a proposal shall not contact or lobby any City Council member, City official, employee (except those specified for contact) or agent regarding the RFP. Any party attempting to influence the RFP, bid submittal, and review process may have their bid rejected for violating this provision of the RFP.

VIII. Information

Questions Concerning Request for Proposals

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by 5:00pm PST, on Tuesday, April 30, 2024. If the City finds it necessary to issue an addendum, prospective Offerors will receive e-mail notification of addendum.

Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by May 2, 2024. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

IX. Due Date of Request for Proposal

May 10, 2024 5:00 PM PST