The Utilities Commission, City of New Smyrna Beach, Florida (COMMISSION) is seeking proposals from qualified vendors for:

SAFETY CONSULTANT SERVICES

Notice is hereby given that sealed proposals will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until December 17, 2019 at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Proposals To: Maureen Lynch, CPPB
Materials Manager
Utilities Commission,
City of New Smyrna Beach
(386) 424.3046 Voice
(386) 424.2748 Fax
MLYNCH@UCNSB.ORG

Mailing Address: 200 Canal Street
New Smyrna Beach, FL 32168

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL 32168

Proposers must indicate on the sealed envelope the following:

A. RFP Number
B. Hour and Date of Opening
C. Name of Proposer
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PROPOSAL SCHEDULE

- DISTRIBUTION OF THE REQUEST FOR PROPOSAL: 11/25/19
- DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.: 12/04/19
  - E-MAIL TO MLYNCH@UCNSB.ORG
- ADDENDUM PUBLISHED BY 5:00 P.M.: 12/09/19
- PROPOSAL RETURN DEADLINE BY 2:30 P.M.: 12/17/19
  - LOCATION: RECEPTION
    UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL.
    200 CANAL STREET
    NEW SMYRNA BEACH FL, 32168
GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your proposal, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.

2. **SEALED PROPOSALS:** AN ORIGINAL PROPOSAL AND 3 COPIES plus a USB Flash Drive must be in the Finance Department by the date and time specified
   a. Name and address of Proposer
   b. RFP number
   c. Date and time of RFP Opening

3. **COMMISSION:** The term COMMISSION used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.

4. **PROPOSER:** The term PROPOSER used herein refers to the dealer/manufacturer/vendor or business organization submitting a proposal to the COMMISSION in response to this solicitation.

5. **COLLUSION:** The PROPOSER hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

6. **PRICE WARRANTY:** The PROPOSER warrants that the prices of the items set forth herein do not exceed the prices charged by the PROPOSER under a contract with the State of Florida.

7. **QUESTIONS REGARDING PROPOSAL:** COMMISSION has made every effort to provide prospective vendors with the information needed to appropriately respond to this RFP. COMMISSION realizes that some clarification, interpretation, or additional information may be required.

   Questions regarding any portion of this RFP shall be directed, in writing, to:
   Utilities Commission, City of New Smyrna Beach
   Maureen Lynch, CPPB
   Materials Manager
   mlynch@ucnsb.org
   or
   200 Canal Street
   New Smyrna Beach, FL
   32168
   All such requests must be received no later than 2:30 PM, Eastern Standard Time, 12/04/19. Responses to all requests for more information will be included in any addenda and will be made available to all PROPOSERS on 12/09/19 by 5:00PM.

Requests for additional information received after the 12/04/19 deadline will not receive a response. Responses will not be made orally.
Any additional information pertaining to this RFP or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. COMMISSION will not be bound in any way by information so obtained, or by a PROPOSER’s reliance thereon.

8. **COMMUNICATIONS:** Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C’s website, Demandstar, or newspaper through the date of contract award. Also, from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer.

The only exceptions to this are communications with the U.C’s Material Manager or the U.C’s designated point of contact.

Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C’s General Manager/CEO and Director of Finance (CFO)’s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the U.C.

This process will safeguard the integrity of the U.C’s procurement and protest process and also provide an ethical, equitable and transparent procurement process.

9. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **RFP 6-20 SAFETY CONSULTING SERVICES FOR THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH**

Upon receipt by UCNSB, responses to solicitations become public records subject to the provisions of Florida’s state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption.

10. **INVOICES:** All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

11. **BID FORM:** A Bid Form is provided, and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable.** It is incumbent upon each PROPOSER to ensure that they have received all addenda before submitting their PROPOSALS.

12. **PREPARATION OF PROPOSAL:** All information shall be entered in ink, typewritten or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The COMMISSION will not be responsible for errors or omissions made by proposer in determining proposal price(s). The proposal must contain a manual signature of an authorized representative of the agency proposing. In order to insure uniformity, proposals must be submitted on this Proposal Form and the attached pages.
13. **OBLIGATION OF PROPOSER:** By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

14. **AMENDED OR WITHDRAWN PROPOSALS:** Proposals may be amended or withdrawn only by written notice prior to the PROPOSAL opening. Amendments will only be accepted in the form of a new PROPOSAL package. The proposer must pick up the original RFP package and submit an amended sealed proposal prior to the RFP’s closing date and time. Amendments or withdrawals received after the RFP opening will not be effective, and the original RFP submitted will be considered.

15. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.

16. **CONSIDERATION OF PROPOSALS:** The COMMISSION reserves the right to award the contract to the Proposer(s) that the COMMISSION deems to offer the best overall proposal. The COMMISSION is therefore not bound to accept a proposal on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Proposer in preparing or submitting a proposal or any cost prior to the execution of a contract agreement.

17. **TIE PROPOSAL:** In the event of a tie proposal where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie proposals are between proposers, one of which is located in Volusia County and the other proposer is not, the recommended award shall be to the local proposer. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If all conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.
18. **SUBMITTING PROPOSALS:** Proposals shall be addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.

19. **NO PROPOSAL:** In the event a Request for Proposal is returned as a no bid, "NO PROPOSAL" shall be properly marked on the outside of the envelope with the RFP number.

20. **REJECTED PROPOSAL:** The COMMISSION reserves the right to reject proposals containing any additional OR EXCLUDED terms or conditions not specifically requested in the original conditions and specifications.

21. **AWARDS:** Awards shall be made as required for the best interest of the COMMISSION. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

22. **CHANGES:** COMMISSION may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

23. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the COMMISSION who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

24. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any COMMISSION employee to participate directly or indirectly in a procurement contract when the COMMISSION employee knows that:

   (1) The COMMISSION employee or any member of the COMMISSION employee's immediate family has a financial interest in the procurement contract; or

   (2) Any other person, business, or organization with whom the COMMISSION employee or any member of a COMMISSION employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

   A COMMISSION employee or any member of a COMMISSION employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
25. **GRATUITIES AND KICKBACKS:**

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **COMMISSION** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **COMMISSION** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

26. **Indemnification for Tort Actions/Limitation of Liability** - The provisions of Florida Statute 768.28 applicable to the **Utilities Commission**, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the **Utilities Commission** acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the **Utilities Commission** acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The **Utilities Commission** shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the **Utilities Commission**, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the **Utilities Commission**.

Provided, however, if the contract between the **Utilities Commission** and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the **Utilities Commission**, shall be limited to an obligation to indemnify or hold
harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.
CERTIFICATION OF DRUG-FREE WORKPLACE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR SIGNATURE
PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Bid, Bid or Contract for SAFETY CONSULTING SERVICES FOR THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH

This sworn statement is submitted by ____________________________________________
[name of entity submitting sworn statement] whose business address is:
___________________________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ______________________.

If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________.

My name is ______________________________ and my relationship to the entity named above is ____________________________________________.

I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
Public Entity Crimes Statement
Page 2 of 2

I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

_____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: ___________________ Signature: ___________________

STATE OF: ___________________ COUNTY OF: ___________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ____________________ [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this _____ day of ________________, 20___.

My commission expires: ___________________ Personally known to me, or

Produced Identification: ___________________ ___________________

Notary Public Print, Type or Notary Stamp Type of I.D.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of______________

County of____________

__________________________________________, being first duly sworn, deposes and says that:

He/she is ______________ of__________________, PROPOSER that has submitted the attached PROPOSAL;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other PROPOSER, firm or person, to fix the price or prices in the attached Bid or of any other PROPOSER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the COMMISSION.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

________________________________________
Signed

________________________________________
Title

Subscribed and sworn to before me this _____day of_______, 20__. 

________________________________________
________________________________________
Title

My Commission Expires: ____________
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C: corporation, S: corporation, P: Partnership) __________
   - Other (see instructions) ▶

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   - Exempt payee code (if any) __________
   - Exemption from FATCA reporting code (if any) __________

5. Address (number, street, apt., or suite no.) See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name shown on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the Instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)
Vendor Application

In addition to General conditions, your PROPOSAL may be disqualified if the following vendor information is not returned with your PROPOSAL.

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other ________________________________ (Explain)

Federal Employer Identification Number or Social Security Number: ________________________________

Do you collect Florida State Sales Tax? ( ) Yes ( ) No

Firm Name: ________________________________________________

Mailing Address: _______________________________________

Telephone No. __________________ Fax No. __________________

Email Address: __________________ Web Address: ____________

Commodity or Service Supply: __________________________________________

If vendor is quoting, as a manufacturer’s representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: ____________________________________________

Mailing Address: _______________________________________

Telephone No. __________________ Fax No. __________________

Email Address: __________________ Web Address: ____________

Submitted by: _______________________________________

Name & Title Printed: ____________________________________
QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered, or PROPOSER may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?

2. Is your company bondable? Has your company ever been denied bond? If yes, explain.

3. Can your insurance company produce a certificate of insurance stating your limits and naming COMMISSION as an Additional Insured?

4. Has your company been a defendant in any lawsuits?

5. Is your company a subsidiary or otherwise legally affiliated with any other company?

6. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the agency and rating?

7. Is your company in any stage of bankruptcy, including initial filing?

8. Has your company been disbarred by the Federal Government or any State Government?

9. How many employees does your company have?

   Staff Employees:   Full Time__________  Part Time__________

   Contract Employees: Full Time__________  Part Time__________
REQUIRED DISCLOSURE

At its sole discretion, the COMMISSION may reject any proposer the COMMISSION finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the COMMISSION to lack honesty, integrity, or moral responsibility. The discretion of the COMMISSION may be exercised based on the COMMISSION'S own investigation, public records, or any other reliable sources of information. By submitting a proposal, PROPOSER recognizes and accepts that the COMMISSION may reject the proposal based upon the exercise of its sole discretion and proposer waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.
3 GENERAL INFORMATION

The Utilities Commission, City of New Smyrna Beach, Florida (UCNSB) hereby issues a Request for Proposals (RFP) for Safety Consulting Services to improve our safety culture and programs.

UCNSB is a local governmental agency in a growing community that employs approximately 180 employees, including five Commissioners who are paid a minimal salary, but are not considered employed. We are the electric, water, wastewater, and reuse provider for greater New Smyrna Beach. We are seeking a consultant who is experienced in electric and water safety programs to provide consulting services aimed at improving our safety program and culture.

UCNSB is seeking a qualified consultant that will complete specific occupational health and safety (OHS) tasks as described below and provide appropriate training at the discretion of UCNSB that is compliant with all federal, state, and local laws and regulations, and industry best practices.

The successful bidder will provide qualified technical and professional staff to work with UCNSB’s Risk Manager and associated personnel. The Consultant may be required to inspect, identify, and evaluate occupational hazards at UCNSB’s facilities or worksites, and create and implement programs, policies, procedures, and training programs for specific departments/roles.

4 SCOPE OF SERVICES

SPECIFIC ITEMS TO BE ADDRESSED IN YOUR PROPOSAL RESPONSE

- Qualifications and Experience
  - Consultant shall be experienced in both the water and electric utility industry;
    - Consultant shall present references from such entities
  - Consultant shall be experienced and knowledgeable in OSHA regulations; and
  - Consultant must possess a broad knowledge of various areas, such as occupational hazards, exposure, and epidemiology (as it relates to wastewater safety) prevention and response, office safety and ergonomics, and extensive OSH policy and practical program experience.

At a minimum, the consultant should:

- Perform an assessment of our current safety programs and culture for the entire organization:
  - Review current policies, procedures, and practices and determine how they align with OSHA, best practices, and other regulatory requirements;
  - Obtain the perception of our safety program/culture from employees (e.g., using a survey, focus group meetings, etc.);
  - Review current training programs and determine how they align with OSHA, best practices, and other regulatory requirements.

- Provide recommendations for improvement

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Consultant shall produce a report that provides results from the assessments conducted above; and

Provide recommendations on program improvements, policy and procedure changes, trainings, etc., that are in line with OSHA regulations and industry best practice.

- Develop Change Strategy that impacts the program as a whole and the safety culture
  - Consultant shall assist the UCNSB Team in writing new policies/procedures and identifying both required and best practice trainings with associated schedule (i.e., annual requirement; bi-annual requirement; within two weeks of hire; etc.).
  - Develop a safety improvement strategy for implementing changes;
  - Assist the UCNSB Team in employee communications and implementation;
  - Assist the UCNSB Team in developing a follow-up strategy to ensure continued success.

- Consultant’s authority:
  - The Consultant will only have the authority to assess, review, inspect, and provide recommendations only. Consultant has no authority to implement programs or invoke disciplinary/reward measures without express consent from UCNSB’s Risk Manager.
  - Consultant shall only access UCNSB facilities while accompanied by UCNSB’s Risk Manager or designee. Consultant shall always have an identification badge while on UCNSB property. Consultant shall provide UCNSB’s Risk Manager with a list of personnel who will be onsite during the course and scope of this work.

- Cost
  - Consultant shall include a payment schedule outlining the total cost of services and distinguishing costs between phases/tasks/timelines.

- Schedule
  - Consultant shall include a timeline for work, including projected completion date with associated milestones.

Proposals submitted in response to this RFP may provide recommended changes to the Scope of Services (Section 4) or other suggestions. However, the Vendor should provide a response to this RFP fully in compliance with the Scope of Services, including a cost of the Scope of Services described herein. Other suggestions should be clearly identified as optional services and clearly specify the costs of each additional service. UCNSB may or may not, at its sole discretion, accept any suggestions.

Proposals submitted in response to this RFP must remain valid for 180 days.
Proposals shall include all of the information as listed below, and any additional information that the PROPOSER deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized for evaluation in tabbed sections. Submittals must be clear, concise, typed on letter size paper and individually bound. Submittals should contain no more than (30) double sided, single spaced pages, at least #10 fonts. Longer submittals may be discarded. The PROPOSER should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Failure to supply all of the information requested shall result in the proposal being excluded from consideration. The COMMISSION reserves the right to request information or clarification from PROPOSERs following the bid opening if omissions are deemed curable.

COMMISSION WILL CONSIDER THE FOLLOWING WEIGHTED FACTORS IN THE EVALUATION OF THE PROPOSALS RECEIVED.

**EVALUATION FACTOR # 1: PROPOSED WORK PLAN**  
**MAXIMUM POINTS OF 25**

The evaluation team will determine if the proposal responds comprehensively to the tasks outlined in the RFP; if the proposal reflects a good understanding of the issues involved in the project; if the proposal indicates an understanding of the safety hazards/requirements associated with UCNSB; and if the consultant provided a clear description of how the work will be managed and how the consultant will coordinate with UCNSB staff.

Provide a detailed and comprehensive description of how the Vendor intends to provide the services requested in this RFP. This discussion shall include, but not be limited to, how the project(s) will be managed and scheduled, how and when the services will be delivered to UCNSB, communication and coordination, the working relationship between the vendor and UCNSB staff, and the company’s general philosophy regarding providing the requested services. Additional examples of training PowerPoints, mixed media, or audio recordings directly relevant to industry-specific OHS will be accepted and reviewed by the selection committee.

Vendors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

**EVALUATION FACTOR # 2: TIMETABLE/SCHEDULE**  
**MAXIMUM POINTS 25**

The evaluation team will determine if the consultant provided a step-by-step timetable for the work, with milestones indicating when key tasks will be performed and by whom; and if the schedule appears complete and realistic.
EVALUATION FACTOR # 3: CONSULTANT QUALIFICATIONS AND EXPERIENCE

The evaluation team will determine if the consultant has experience with similar entities and projects; does the staff to be assigned to the project on a day-to-day basis have the training and experience appropriate to the scope of services in the RFP; and to what extend will experienced senior staff be available to supervisor the project staff.

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Florida.

2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel. Evidence that the professionals have worked with or trained employees in any/all of the industry-related OHS will be considered in the proposals. Identify any/all subcontractors to be utilized during the completion of the work requested in this RFP. For any subcontractors identified, provide company name, address, contact information and authorized principal.

3. State history of the vendor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the vendor uniquely qualified for this work.

4. Past involvement with Similar Projects - Provide three references for clients receiving similar services within the last three years. It shall include the vendor/agency name, address, telephone number, and contact person.

EVALUATION FACTOR # 4: PROPOSED COMPENSATION SCHEDULE

The evaluation team will review: is the proposed compensation comparable to compensation proposed in other responses to this solicitation; is the proposed compensation considered fair and reasonable; and is the proposed compensation comparable with current market prices.

EVALUATION FACTOR #5: COMPLETED FORMS

Forms must be complete and attached within the proposal

- Certification of Drug-Free Workplace
- Public Entity Crimes
- Non-collusion Affidavit
- Request for Taxpayer Identification Number and Certification W-9 Form
- Vendor Application
- Questionnaire
- Required Disclosure
o Addenda Acknowledgement
o Include a copy of your current Occupational License from an authorizing government agency

For SAFETY CONSULTING SERVICES, the total **MAXIMUM POINTS** for evaluation by Committee is **100**.
PROPOSAL FORM

PROPOSERS NAME: ____________________________________________________________

The undersigned hereby declares that the following list states any and all variations from, and exceptions to, the requirements of the scope of work.

__________________________________________________________________________

__________________________________________________________________________

These Prices are valid for orders placed within 180 days from date of award.

Submitted By:

Company ________________________________________________________________

Name and Title ___________________________ Signature _______________________

Telephone No. ___________________________ e-mail__________________________

The COMMISSION reserves the right to award the contract to the PROPOSER(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the PROPOSER in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

As representative for the PROPOSER, I have read and understand this statement.

Name and Title ___________________________ Signature _______________________

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