



GLADES COUNTY, FLORIDA

Request For Proposals

HUMAN RESOURCE CONSULTING SERVICES

Submission Deadline:

February 8, 2019

SECTION I

GENERAL INFORMATION TO PROPOSERS

1.1 INTRODUCTION

This Request for proposal (RFP) provides interested vendors with information to prepare and submit a proposal for consideration by Glades County Florida (County) to satisfy its requirements for the development of a comprehensive, current and legally compliant employee handbook that includes information about obligations, standards of behavior, and disciplinary procedures that will provide structure, consistency, fairness and reasonableness in the way in which employees are treated.

This RFP process is intended to identify potential Contractors with which Glades County may, in its sole discretion, choose to enter into a Contract for the proposed consulting services. It is expressly understood and agreed that the submission of a Proposal does not require or obligate the County to pursue a contract with any Proposer. All negotiations are subject to the consideration and approval of the Glades County Board of County Commissioners, which may, at its sole discretion, accept or reject any proposed contract.

DEFINITIONS

For the purposes of this RFP, the following terms have the following meanings:

- (a) **“County”** shall mean the County of Glades, Florida,
- (b) **“Contract”** shall mean the agreement between the county and vendor chosen as a result of his RFP, which addresses the requested goods and services.
- (c) **“Contractor”** shall mean the vendor or its assignee chosen by the County to supply the requested goods and perform the requested services.
- (d) **“Proposal”** shall mean the written document submitted to Glades County Court Clerk in response to this RFP.
- (e) **“Proposer”** shall mean an individual or business entity submitting s Proposal in response to this RFP.

1.2 ISSUING OFFICER

The Glades County Manager’s office, issues this RFP on behalf of the County.

1.3 RFP DOCUMENT

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the County's knowledge, the information provided is accurate. However, the County does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

1.4 PRIMARY CONTACT

The primary contact for this RFP is:

Martin Murphy, County Manager
500 Ave J
PO Box 1527
Moore Haven, FL 33471
Phone: (863) 946-6125
Toll Free: (877) 445-2337
Fax: (863) 946-2280
Email: mmurphy@myglades.com

1.5 ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The County is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the County will become part of the official RFP and will be mailed to all registered proposers based on the contact information at the time of registration.

1.6 LABELING OF PROPOSALS

All proposals must be submitted in a sealed envelope plainly marked, Personnel Policy Manual review RFP No.??-2019 and address of the firm in the upper left hand corner. No responsibility will attach to the County, any official or employee thereof, for the pre-opening, or failure to open a proposal not properly addressed and identified.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

1.8 **CONDITIONS OF PROPOSAL SUBMITTAL**

- A. The proposal must be signed by a duly authorized official for the Proposing firm submitting the proposal.
- B. No proposal will be accepted from any persons, firm or cooperation that is in arrears for any obligation to the County, or that otherwise may be deemed irresponsible or unresponsive by the County Commission or County staff.
- C. Only one proposal will be accepted from any person, firm, or cooperation.
- D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

1.9 **INSURANCE:**

The Service Provider shall furnish the County a policy or certificate of protective liability insurance in which the County will be named insured or be named in such insurance as an additional insured with the Service Provider. In compliance with this provision, the Service Provider may file with the County a satisfactory policy regarding a minimum of \$500,000 "blanket coverage" policy of certificate of insurance. The policy shall insure the County and its officers and employees, while acting in the scope of their duties against all claims arising out of or in connection with the work to be performed; and shall remain in full force and effect until the work is accepted by the County. The policy shall provide the following limits:

General Liability:

| | |
|------------------------------------|--|
| Bodily Injury | \$250,000 each person \$500,000 each accident |
| Property Damage | \$125,000 each accident |
| Combined Single Limit of \$500,000 | |

Such insurance shall include specific coverages set out herein and be written for **NOT LESS THAN** the limits of liability and coverages provided herein, or required by law and other governing agencies, whichever is greater.

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as required to cover the risks involved. In addition, the Service provider shall furnish evidence of a commitment by the insurance company to notify the County by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

The cost of this insurance shall be deemed included in the prices for the various items of work, and no additional compensation will be made therefore.

1.10 WORKMANS COMPENSATION INSURANCE:

The Service provider shall secure, maintain in full force and effect and bear the cost of complete Workmen's Compensation Insurance in accordance with Florida Industrial Insurance Act for the duration of the contract and shall furnish the County, prior to execution of the contract, a Certificate of Insurance which meets the requirements of the Florida Industrial Insurance Act. The County, or its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the service provider to comply with the provisions of this paragraph.

1.11 IDEMNITY

The successful bidder agrees to defend, indemnify, and hold the County harmless from any and all causes of action or claims arising out of or related to the bidders performance on this project.

END OF SECTION 1

SECTION II

PROPOSAL CONDITIONS

2.1 REJECTION OF PROPOSALS

The County reserves the right to reject, at any time and for any reason, any and all proposals received as a result of this RFP. The County's intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the County determines that the County should not enter into any Contract, or to enter into a partial or different contract from what the County contemplated by this RFP, the County will act in accordance with what the County determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in the decision by the County, and by submitting a Proposal, acknowledges the County's right to exercise its discretion in this regard without any right of recourse by the Proposer.

2.2 PROPOSAL EVALUATION

Any Proposal that has not met the completeness that is required, as set forth to this RFP, may be rejected.

2.2.1 REVIEW AND EVALUATION OF PROPOSALS

All proposals will be reviewed and evaluated by the County Manager or his designee who shall recommend for selection the Proposers whose Proposal best meets the needs of the County as provided in this RFP. The County may award with or without further discussions.

The County will consider the Proposer's experience and proposed approach to performing the work, and will make the award decision based on the likelihood of successful, comprehensive completion of the work coupled with a reasonable price for the services. This criterion will be evaluated by examining the entire proposal, with a particular emphasis on "Work Plan," "Personal Resources," and "Experience." The County is under no obligation to award to the proposer submitting the lowest prices, but significant consideration will be given to the prices proposed.

The County reserves the right to consider other factors when evaluating proposals, when such consideration serves the goals and interest of the County.

2.3 DISCLOSURE, OWNERSHIP OR PROPOSAL CONTENTS, AND CONFIDENTIALITY

Technical and price information provided in the Proposals will be held in confidence and will not be disclosed, revealed, or discussed with competitors.

The Proposal of the selected proposer will become the basis for any contract entered into and will become subject to the County's provision on public access to records and information.

To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The County will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their proposal beyond that made to the Issuing Office.

2.4 RFP PROPOSAL COSTS

The County is not liable for any costs or expenses incurred by any proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The County is not liable for payment of any amount to the selected proposer until a Contract has been awarded and executed by Glades County and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

2.5 PROPOSER

The decision to award a contract will be made on the basis of the Proposer's overall ability to perform and respond to the RFP's requirements, to prove a high level of competence. Special emphasis will be placed upon capabilities of the Proposer's experience with completing personnel policy manuals, employee handbooks, administrative regulations and job description reviews and revisions.

The Proposer must be able to legally conduct business in the State of Florida.

2.6 SUB-CONTRACTORS

It is intended that a single contractor have total responsibility for the Proposed Solution. Therefore, any Proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Transmittal Letter and titled "Sub-Contractors" included with your Proposal. Include for each sub-contractor, their company's name, the company's principal owners, description of their involvement in the project, and qualifications for each aspect of the Proposed Solution they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the County.

2.7 RFP PROCESS

2.7.1 RFP RELEASE

The RFP will be publically advertised and released in accordance with the applicable laws of the State of Florida and shall include the notification of the time and place when and where the RFP is due. The RFP may be obtained from:

Ms. Susan Whidden, Administrative Assistant
500 Ave J
PO Box 1527
Moore haven, FL 33471
Office: (863) 946-6125
Fax: (863) 946-2280
swhidden@myglades.com

An electronic copy may be obtained via email from Susan Whidden at swhidden@myglades.com. Additionally, the RFP may be mailed to those businesses that are included on the County's list that are known to be potential provider of goods and services of the type required by this RFP. The information includes, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes in the RFP schedule.

2.7.2 RFP INQUIRIES / QUESTIONS

All questions/inquiries must be submitted in writing via mail or email to the primary contact no later than 5:00 pm on January 25, 2019. The County will review all inquiries received prior to the RFP submittal deadline and will email written answers to all recipients of the RFP. Direct contact with any of the County's departments or personnel may only be scheduled by the primary contact. During the review or preparation of the RFP Proposal, they should identify them in writing to the County prior to the RFP submission deadline.

2.7.3 PRE-PROPOSAL CONFERENCE

No pre-proposal conference scheduled.

2.7.4 RFP REVISIONS

Proposal Interpretations and Addenda

Clarification may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The County shall send any change to or interpretation of this RFP to each firm or individual to whom an RFP

has been distributed. Any such changes or interpretations shall become part of this RFP and may be incorporated into any contract awarded pursuant thereto.

2.7.5 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, thereby providing straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

2.7.6 PROPOSAL WITHDRAWAL

The Proposer at any time up to the RFP submission Deadline date and time identified in the Required RFP Schedule may withdraw their proposal. If the Proposer desires to re-submit their proposal, it must be re-submitted by the Proposal Submission Deadline as identified in the Required RFP Schedule.

2.7.7 PROPOSER PRESENTATIONS

A presentation may be needed if there are a number of equally qualified and priced proposals that warrant further review. The Primary Contact will notify proposers in a timely manner.

2.7.8 REQUIRED RFP SCHEDULE

Consultants interested in responding to this RFP should submit five (5) hard copies (one unbound) of their proposal **NO LATER THAN 5:00 P.M. EST, FRIDAY, FEBRUARY 8, 2019** to:

Glades County Clerk of the Court
500 Avenue J Room 102
PO Box 10
Moore Haven, FL 33471

A recap of important dates relating to the request For Proposal are listed below:

| | |
|--------------------------|-------------|
| Release of RFP | |
| Pre-submittal Conference | NONE |
| Submission of Proposal | |
| Award of Contract | Expected by |

2.8 RFP PROPOSAL CONTENT AND FORMAT

2.8.1 PROPOSAL SUBMISSION

The Glades County Clerk of the Court must receive all proposals no later than the Proposal Submission date and time identified in the RFP schedule. Proposals may be mailed or hand-delivered, but in either case must be received and stamped by the specified date and time. **Late proposals will not be considered.**

Proposals must contain all Required Documentation, Guides and Certifications as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply five (5) hard copies (8.5 X 11.0) of the Proposal and one electronic media in the form of thumb drive. Proposers may use Microsoft Word (minimum version 6.0) or Corel WordPerfect (minimum version 6.1) for their Proposal, and Microsoft Excel (minimum version 5.0) to submit spreadsheet data. The Proposal container must bear the inscription:

GLADES COUNTY PERSONNEL POLICY MANUAL as well as the name and address of the Proposer.

The County reserves the right to request additional information from any, all or no proposers after the Proposal Submission.

Proposers shall distribute their RFP Proposals only to the Glades County Clerk of the Court. One (1) RFP Proposal must contain original signature(s) of an official or officials authorized to bind the proposer to its provisions. Additionally, the authorized signature(s) must appear on Company letterhead.

Sections of the Proposal must be clearly labeled and pages numbered consecutively for ease of review. Responses must be provided in the same sequence as the statement, certification request, or question in the RFP.

In case of a difference between written words and figures in a Proposal, the amount in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the proposal must initial each such correction.

2.9 PROPOSAL ORGANIZATION

Proposals must be organized in the following order of sections:

Section I Transmittal Letter

The Proposer must include name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer's contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identify, i.e., corporation, partnership, etc. If the Proposer is a partnership, all parties must be named regardless of status, activeness, or percentage of ownership.

Section II Proposer Qualifications

The Proposer must describe its qualifications and experiences in providing the work described in this RFP. Experience should include examples of performing similar or related work, this also should include details as to the type of study, approximate date of service delivery.

The respondent shall provide a team organizational chart, which lists the names of key personnel that will be assigned to this project along with a brief resume for each individual that describes their education and relevant professional work experience. A description of the work expected to be performed by each individual including an estimate of the amount of time each will be assigned to work on the project should also be provided. Any subcontractors anticipated to be utilized to perform work on this project, should be identified and brief resumes submitted.

The County reserves the right to approve all persons assigned to the project. No contract award pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the County.

The Proposer must submit three (3) references of similar engagements during the last three years. The references must have had experience with the Proposer similar in scope to those described in the RFP. The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

Section III Preliminary Work Plan and Schedule of Performance

A. Work Plan

The proposal should contain a detailed statement of the respondent's understanding of the scope of services required under this RFP for each major activity. The proposal should also contain an explanation of the project approach including proposed methodology; respondent's ability to meet the anticipated timeline; proposed interaction with staff; and any other features of the respondent's ability to execute the requirements and achieve the objectives of this RFP.

The proposal should also include a Preliminary Work Plan containing a description and timeline of the phases or segments into which the proposed project can logically be divided and performed.

B. Schedule of Performance

The proposal shall address separately each of the major tasks, activities, or significant milestones to be achieved, and a schedule of performance. If the respondent expects that the services will extend beyond the timeframe specified in Section III of this RFP, the respondent shall provide a justification for the extended time.

Section IV Costs to Glades County

The Proposer will fully describe in detail any other costs the County will incur as a result of selecting your Proposal.

Describe in detail any other costs the County will incur as a result of selecting your proposal.

By participating in this RFP and if your Proposal is selected, the Proposer agrees and indemnifies that the County is not responsible for any costs related to the requirements of this RFP, other than the County's staff expense, that are not identified in this section.

Section V Required Information

A. Fee Analysis

Proposals must include fee information that delineates the costs associated with providing consulting services being requested under this RFP. The schedule should include the following:

1. A Schedule of Fees that itemizes costs of providing all services required under this RFP broken down by (a) salaries, including work hours required and hourly rates for each employee; and (b) other expenses, such as travel, supplies, etc. for the personnel manual and the job description work separately.
2. A Schedule of Payments that corresponds to completion of major tasks, milestone, or deliverables of each major activity.

Should the County enter into negotiations with a successful respondent that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

Section VI Response to General Conditions

A. Proposal conditions or Limitations

Proposals that set forth conditions or limitations to those set forth in the RFP may be considered non-responsive and, therefore, may be rejected.

Notwithstanding any other provisions of this RFP, the County reserves the right to reject any and all proposals, to waive any defects or informalities, to negotiate with respondents, and to accept the proposal deemed to be in the best interest of the County.

B. Proposal Interpretations and Addenda

Clarification may be issued to correct mistakes, answer questions or resolve ambiguities during the proposal solicitation process. The County shall send any change or interpretation of this RFP to each firm or individual to whom an RFP has been distributed. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

C. County's Right of Withdrawal of RFP

Notwithstanding any other provisions of this RFP, the County reserves the right to withdraw this RFP at any time without prior notice.

D. Withdrawal of Proposal

A respondent may withdraw a submitted proposal in writing at any time prior to the specific date and time. A written request to withdraw, signed by an authorized representative of the respondent, and shall be submitted to the County representative identified in 1.4. After withdrawing a previously submitted proposal, the respondent may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline shall be firm and may not be withdrawn after the submission deadline for a period of sixty (60) days.

E. Ownership of Records

The County will retain ownership of all interim and final review documents, recommendations, analysis and related reports either produced or developed in conjunction with the Consultant's contract. The Consultant is prohibited from copying or distributing any of these documents or other

reports developed in conjunction with the County without written permission from the County.

2.10 NEWS RELEASES

By participating in this RFP, Proposers agree that the County will review and approve all news releases pertaining to this RFP and/or subsequent Contract. All news releases will be submitted in writing to the County Manager.

END OF SECTION II

SECTION III

REQUIREMENTS OF GOODS AND SERVICES

3.1 SCOPE OF SERVICES – GENERAL

Each proposal should contain a general description of the techniques, approaches and methods to be used to satisfy the requirements and specifications contained in the following scope of services for employee handbook and the job description independently.

3.1.1 ADMINISTRATIVE REGULATIONS

1. Facilitate and develop the creation of a comprehensive, current and legally compliant employee handbook outlining the practices and procedures of the County of Glades for all employees under the jurisdiction of the Board of County Commissioners that includes policy information, including but not limited to, general provisions, personnel policies and procedures, County Courthouse policies, expenses; County-owned vehicles, risk management, purchasing policy, sexual harassment, workplace violence, public access to records, social media and internet policies to ensure compliance with applicable Federal, State and local laws (Title VII, ADEA, ADA, FMLA, FLSA, etc.)
2. It is contemplated that this employee handbook will be created in conjunction with the County Manager and Advisory Committee. This handbook needs to be approved by the Glades County Board of County Commissioners (BOCC).
3. Present recommendations to the Advisory Board regarding any policies or practices which it believes should be included, the reasons for the proposed inclusion and further provide guidance and support in creating new policies and practices which it recommends be created and followed.

3.2 SPECIAL CLAUSES

Project Manager

The County Manager will be the Project Manager for this contract and the Contractor's principal point of contact at the County regarding any matters pertaining to this Contract. The Project

Manager is not authorized to waive or change any material terms of the Contract.

County Responsibilities

A user representative from each affected department will coordinate the participation of staff in the assessment process. The user representative will assist the Contractor in carrying out the observations, analysis of system workflow, interviews, and documentation reviews as necessary to fulfill the requirements of the Statement of Work.

Key Personnel

- a) The Contractor's key personnel will be identified with specific roles and responsibilities included as required for the fulfillment of the Contract. Key personnel shall include one or more individuals who have extensive experience with employee handbooks and/or job description review in the public sector. Key personnel include the project Manager, employees with specialized expertise, and any subcontracted consultants designated to perform work on this study.
- b) The assignment of key personnel shall remain unchanged during the term of this Contract.
- c) The Contractor's project manager shall oversee the performance of services and shall be the primary point of contact for services performed under this Contract. The Contractor's Project Manager shall be available to meet with the County's Project Manager to discuss progress or problems as the need arises.

Progress Reports

The Contractor shall submit progress reports to the County's Project Manager as requested. Any progress reports shall describe the status of the Contractor's performance since the preceding report, including the products delivered, and the expected progress to be made in the next succeeding period. Each report shall describe the Contractor's activities by reference to the schedule of phases and tasks in the Work Plan.

END OF SECTION III