

**TOWN OF PEMBROKE PARK
HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSALS (RFP) # 19-04**

The Town of Pembroke Park (“Town”) is requesting proposals from qualified firms for professional and technical services to provide human resource consulting services. The intent of this solicitation is obtain a consultant with the experience and expertise necessary to assist in the planning, organizing, managing, and directing of Town’s human resources functions and operations.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is structured as a commission form of government in which residents elect five (5) members to the Town Commission, which is the governing body that adopts legislation and sets policy. The Commission hires the Town Manager with broad executive authority to carry out the Commission’s policies and oversee the Town’s day-to-day operations. Two (2) Divisional Directors, the Public Services Director and the Administrative Services Director, serve under the general supervision of the Town Manager. Overall, the Town currently employs approximately 25 staff members, who are paid on a weekly basis and receive various benefit programs.

2. SCOPE OF WORK

The Town is soliciting proposals from qualified, licensed and insured entities for professional and technical services to provide human resource consulting services. Services would include recruiting/staffing, employee orientation, employee relations, performance management and salary administration, overseeing the termination of employees and analyzing exit interviews, as well as compliance with Federal, state and local laws and regulations related to employment, and compliance with internal policies and procedures. The Town is seeking a proposer who can take a proactive approach in completing the work below and advising the Town on all aspects of its current practices, while making recommendations for continuous improvement.

a. Specific Services Requested

- A. Assume role of human resources manager within the organization
- B. Create and update current job descriptions and communicate recommendations
- C. Manage human resources questions from both management and staff
- D. Completion of an evaluation of current human resources practices and procedures
- E. Hiring, on-boarding, promotion and separation of employees
- F. Management of employee records in accordance with applicable laws
- G. Recommendations of policies to ensure compliance with federal, state and local standards and regulations
- H. Review of personnel policy manual and recommendations for changes

- I. Administration of employee benefits and directing of open enrollment
- J. Administration of leave policies
- K. Review benefits package in relation to industry standards and create employee benefit statements
- L. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement
- M. Handling, tracking and reporting of employee performance issues, disciplinary actions and employee and manager complaints
- N. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions and more
- O. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc. (<https://sbshrs.adpinfo.com/blog/employee-training-whats-required-whats-recommended>)
- P. Regular communication to Town Manager of changes affecting labor laws or regulations
- Q. Recommendations for continuous improvement of human resources policies and procedures
- R. Assistance with other tasks or needs as deemed necessary by the Town

b. Non-essential services

The Town may evaluate certain related non-essential services in order to determine if cost saving benefits might be derived with respect to adding these services to the HR consulting services. Interested proposers may add the following services to their response to the extent that the proposer has such capacity and experience. None are a condition of eventual appointment:

- A. Payroll administration
- B. Payroll time keeping
- C. Workers' compensation administration

To the extent that non-essential services are included in the response, please include in your response all of the following specifications relative to these non-essential services described in the "Proposal Format Guidelines" section below.

3. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

a. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm established, (4) office locations, (5) number of employees, (6) description of firm's core business lines, and (7) principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

b. Background and Project Summary

Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

c. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed implementation plan with project schedule. Also included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

d. Staffing

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

e. Qualifications

Discuss the experience of the proposer with providing human resource services to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFP to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided. Proposer should also include a statement of its

technical capabilities (i.e. personnel, equipment and material) to perform the services in the Scope of Work.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality, which have received similar services. The Town intends to contact the references listed.

f. Fee proposal

Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work and a fee for non-essential services to the extent submitted in the response. See Appendix A.

4. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

a. Content

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

b. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

c. Number of Proposals

Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

d. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope “**RFP, Human Resource Consulting Services**”, no later than **3:00 P.M. on Friday, August 23, 2019**. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. **Proposals may not be submitted by e-mail or fax.**

Address: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Attn: Natasha Joseph

e. Inquiries

Questions about this RFP must be made in writing, via e-mail to Natasha Joseph, Deputy Town Clerk at njoseph@townofpembrokepark.com.

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Town employee other than the contracting officer listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the Town.

f. Conditions for Proposal Acceptance

This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

5. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	<u>July 18, 2019</u>
Deadline for questions:	<u>August 16, 2019</u>
Proposal due date:	<u>August 23, 2019</u>
Interviews (if held):	<u>September 4, 2019</u>
Approval of contract:	<u>September 11, 2019</u>

**All dates are subject to change at the discretion of the Town.*

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

a. Qualification of Entity and Key Personnel - 25%

Includes the proposer's ability to provide the requested scope of work, recent experience conducting work of similar scope, complexity, and magnitude for other agencies of similar size, references.

b. Approach to Providing the Requested Scope of Work - 25%

Includes an understanding of the RFP and of the project's scope of work; knowledge of applicable laws and regulations related to the scope of work.

c. Price proposal - 25%

Price proposals will be evaluated on the basis of the Total Estimated Annual price submitted in Exhibit A.

d. Innovating and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities - 25%.

Please note: the offer of non-essential services will not influence the evaluation of a proposal.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

A selection committee appointed by the Town Commission will screen and review all proposals according to the weighed criteria set forth above.

a. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

b. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process, or the Committee may conclude the evaluation process at this point and make a recommendation for award to the Town Commission.

c. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be on September 4, 2019 and will be conducted at Town Hall in Pembroke Park, Florida. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the Evaluation Criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award. The Town may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

8. CONDITIONS TO AGREEMENT

The contract resulting from this solicitation may be awarded to the responsive proposer which submits a proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for two (2) years with an option to renew for one (1) year, upon mutual written assent agreement of the parties.

The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.

Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.

The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

A copy of the recommended ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the evaluation by the Committee. Vendors may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

a. Equal Opportunity Agreement

In connection with work performed under an Town contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, the Respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

b. Public Entity Crimes

Pursuant to 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

c. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile; or
- By signed scanned and emailed to njoseph@townofpembrokepark.com

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

d. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

e. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Natasha Joseph at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

f. Confidentiality

By submitting a proposal in response to this solicitation, a Respondent acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter

119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the Town, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timelywritten reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure of copying, the Respondent agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

APPENDIX A

**HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP)
FEE PROPOSAL**

Fee proposal to provide Human Resource Consulting Services (as defined in the Scope of Work) is as follows:

Cost Year 1: _____

Cost Year 2: _____

Cost Year 3: _____

Hourly fee for work outside of the scope of work: _____

Fee proposal to provide Non-Essential Services, if any included in response, is as follows:

3 Year Cost of Payroll Administration _____

3 Year Cost of Payroll Timekeeping _____

3 Year Cost of Workers' Compensation Administration _____

Additional breakdown of fees by service is also allowed.

APPENDIX B

HUMAN RESOURCE CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$3,000,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.