AGENDA
SPECIAL COMMISSION MEETING
6:00 PM - Monday, February 12, 2024
Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. PRESENTATIONS
7. NEW BUSINESS
   - 7.1. RFQ 23-05 Town Attorney Firm - Mayor Mohammed — 3 - 20
     23-05 REISSUED TOWN ATTORNEY NO MARK UP USE THIS ONE
   - 7.2. RFP 24-01 - Human Resources Consultant - Mayor Mohammed — 21 - 37
     RFP 24-01 REVISED
8. ATTORNEY COMMENTS
9. TOWN MANAGER COMMENTS
10. COMMISSIONER COMMENTS
    Commissioner Jacobs
    Acting Clerk Commissioner Kashem
    Clerk Commissioner Hodgkins
    Vice Mayor Morrissette
    Mayor Mohammed
11. ANNOUNCEMENTS
    - 11.1. Blood Drive, Saturday, February 24th, from 8:00 AM to 3:30 PM at 3184 West Hallandale Beach Blvd.
      Workshop Commission meeting, Wednesday, February 28th, at 6:00 PM
      Regular Commission meeting, Wednesday, March 13th, at 7:00 PM
      Special Magistrate, Wednesday, March 20th, at 9:00 AM
      Eggstravaganza, Saturday, March 23rd, from 10 AM to 2 PM at the Preserve Park
      Workshop Commission meeting, Wednesday, March 27th, at 6:00 PM
      Subject: Upcoming Town events

UPCOMING EVENTS:	
Back to School	August 10 ,2024

Fall Festival	October 18, 2024
Health Fair	November 2, 2024
Turkey Giva Away	November 25, 2024
Toy Give Away	December 19, 2024

12. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE ● PEMBROKE PARK, FLORIDA 33023 ● BROWARD (954) 966-4600 ● FAX (954) 966-5186

TOWN OF PEMBROKE PARK
REQUEST FOR QUALIFICATIONS (RFQ)
TOWN ATTORNEY SERVICES
BID PACKAGE RFQ NO. 23-05

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

TUESDAY, JANUARY 30, 2024, AT 3:00 PM

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

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TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) # 23-05

The Town of Pembroke Park ("Town") is currently requesting sealed proposals and qualifications for Town Attorney services.

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 governed by a Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and has approximately 52 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, stormwater and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town's Charter, the Town's Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

i. **General Services Requested**. The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

B. Preparation of oral or written opinions on legal matters as required by the Town Commission or Town Manager.

C. Negotiation and preparation of agreements, leases contracts, or similar documents.

D. Review and comment on contract forms between the Town and independent contractors.

E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.

F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.

G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.

H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.

I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.

J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.

K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.

L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.

M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.

N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.

O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.

P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.

ii. **Specific Services Requested**. In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:

A. Attend all workshop Commission meetings on the fourth Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.

B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.

C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.

D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.

E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.

F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

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

Release of RFQ:	December 1, 2023
Deadline for questions:	December 28, 2023
Proposal due date:	January 30, 2024
Interviews (if held):	To be determined.
Award of contract:	To be determined.

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

4. 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 Request for Qualifications ("RFQ") instructions, responding to the RFQ requirements and on providing a complete and clear description of what is being offered.

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

i. 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 was established, (4) office locations, (5) number of firm employees, (6) description of firm's core business, and (7) name of 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.

ii. 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 RFQ.

iii. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. 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.

iv. 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 proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. Qualifications

Discuss the experience of the proposer with providing the services described in the Scope of Work 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 RFQ 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.

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

vi. Fee proposal

The Town Commission has budgeted $200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget. 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. The fee proposal shall include a monthly retainer fee option and an hourly rate option. See Appendix A. Fee proposals may be considered when evaluating proposals; however, the commission's award to a firm shall be based on the qualifications of the proposer.

5. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

i. Content

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

ii. 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.

iii. 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).

iv. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFQ, TOWN ATTORNEY SERVICES"**, no later than **January 30, 2024 at 3:00 PM** to the address listed below**.** 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
Attn: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

v. Inquiries

Questions about this RFQ must be made in writing, via e-mail to the Acting Town Manager, Aleem Ghany, at aghany@tppfl.gov .

The Town reserves the right to amend or supplement this RFQ 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 RFQ 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 RFQ with any Town employee other than the individual listed above regarding this RFQ. 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 own.

vi. Conditions for Proposal Acceptance

This RFQ 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 RFQ, to negotiate with any qualified proposer, or to cancel this RFQ 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 RFQ 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.

6. EVALUATION CRITERIA

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

	Criteria	**Points**
1.	Qualifications and Experience of Firm	30
2.	Experience Working with City Government Past and Present	30
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
5.	Disciplines, Qualifications and Experience of the Team	20
	Total:	100

1. **<u>Qualifications and Experience of Firm (30 Points)</u>**.
   Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

   Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. **<u>Experience Working with Town Government (30 Points)</u>**.
   Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. **<u>References (10 Points)</u>**.
   Respondents must provide a minimum of two (two) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. **<u>Methodology and Approach (10 Points)</u>**.
   Respondents should include the following:
   - Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
   - After hour availability.
   - Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
   - Areas of expertise where the use of special outside counsel is anticipated.

- Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

5. **Disciplines, Qualifications and Experience of the Team (20 Points).**
   Provide the resume of team members having the qualifications and experience in the different legal disciplinary skills.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The Town Commission will screen and review all proposals according to the weighed criteria set forth above. Members of Town Commission, in their discretion, may individually interview proposers as part of the evaluation process.

Recommendation for award is contingent upon the successful negotiation of final contract terms.

8. CONDITIONS TO AGREEMENT

a. The contract resulting from this solicitation may be awarded to the most qualified, responsive proposer which submits a proposal determined to provide the best value to the Town. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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 protest deadline date may be rejected.

g. 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.

h. The selected firm will be required to assume responsibility for all services offered in the proposal.

i. A copy of the proposal 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 selection process. Interested parties 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 intentional or 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 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, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. 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 Qualifications (RFQ): Shall mean this solicitation documentation, including any and all addenda. An RFQ 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 RFQ that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer 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, a proposer 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 proposer is an "Equal Opportunity Employer".

iii. 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.

iv. 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.

- Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:

  - By mailed letter;
  - or
  - By email to townclerk@tppfl.gov

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

v. 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.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell 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.

vii. Confidentiality

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, 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 proposer of that request, and the proposer 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 proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure of copying, the proposer 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 proposer is not initially named as a party, the proposer 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 proposer in response to the RFQ and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

viii. <u>Scrutinized Companies</u>

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

ix. <u>E-verify.</u>

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

x. <u>Vendor Responsibility.</u>

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —
(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency, or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A

TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFQ) NO. 23-05
FEE PROPOSAL

Individual and/or Company's Name:

_____

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. The Town Commission has budgeted $200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget.

Fee Proposal:_____

_____

_____

_____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFQ. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

_____	_____
Authorized Signature	Date
_____	_____
Print Name	Telephone Number
_____	_____
Title	Email Address

APPENDIX B

TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-05
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 $500,000 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.

TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS (RFP)
HUMAN RESOURCES CONSULTANT
BID PACKAGE RFP NO. 24-01

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

MONDAY, FEBRUARY 5, 2024 AT 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

TOWN OF PEMBROKE PARK
HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSALS (RFP) # 24-01

The Town of Pembroke Park is requesting proposals from qualified firms for professional and technical services to provide human resource consulting services. The intent of this solicitation is to 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, serves 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 of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement
L. Handling, tracking and reporting of employee performance issues, disciplinary actions and employee and manager complaints
M. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions and more
N. 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)
O. Regular communication to Town Manager of changes affecting labor laws or regulations
P. Recommendations for continuous improvement of human resources policies and procedures
Q. Assistance with other tasks or needs as deemed necessary by the Town
R. Provide evaluation reports on new hires and prospective new hires
S. Highlight experience, expertise also include strengths and weakness

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.

Note: Presently the Town has ADP as the payroll management system and Workman's Comp is presently being handled by the Florida Municipal Insurance trust (FMIT). The selected consultant will coordinate with Town staff on the items listed above.

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 Monday, February 5, 2024.** 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: Town Clerk
Marlen Martell

e. Inquiries
Questions about this RFP must be made in writing, via e-mail to Marlen Martell, Town Clerk at townclerk@tppfl.gov

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:	Wednesday, January 3 , 2024
Deadline for questions:	Thursday, January 18 , 2024
Proposal due date:	Monday, February 5, 2024 at 3:00PM
Interviews (if held):	Tuesday-Friday February 13 -16, 2024
Approval of contract:	Wednesday March 13 , 2024

**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 Manager 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 Tuesday-Friday February 13 -16, 2024 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 Marlen Martell at (954) 966-4600 ext. 235 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 timely written 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.

g. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

h. E-verify.

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

i. Vendor Responsibility.

Sec. 287.05701, F.S. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency, or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A

HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP) 24-01
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) 24-01
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.