

# REQUEST FOR QUOTE (RFQ)

Human Resources Services Scope of Work (RFQ NO. 25-CCOC-05)

#### 1. General

This Request for Quote (RFQ) is set forth to detail requirements and conditions for providing Human Resources Services (hereafter referred to as "Services") for the Clerks of Court Operations Corporation (CCOC), currently located at 2560-102 Barrington Circle, Tallahassee, Florida 32308. The Contractor or Contractor's Agent (also known as "Proposer") shall perform the required Services in this area, and shall be qualified to furnish complete and efficient Services including all labor and supervision. **Deadline to submit quotes is November 8, 2024.** The award will be granted for 1 year with the option to extend the Services agreement on an annual basis in yearly intervals up to a total of five years. The extensions are at the discretion of CCOC and will be based on performance of Services and subject to appropriation and CCOC expense considerations.

Preference will be given to those firms demonstrating extensive experience in providing Services to units of local governments. The successful proposer shall possess sufficient resources to ensure that the performance of Services are met on a timely basis. CCOC reserves the right to accept or reject any submission that does not benefit CCOC. There are no guarantees of award for the submitted quotes, and all expense related to preparing a submission for this RFQ is the proposer's responsibility.

## 2. RFQ Solicitation Calendar

October 25, 2024 - RFQ Posted and Released to Interested Parties

November 4, 2024 - Deadline for submission of questions and clarification

November 6, 2024 – Responses provided to all submitted questions and clarifications.



November 11, 2024, 5:00pm EST - Deadline for Quote submissions

November 18, 2024 - Interviews with potential vendors short listed (if needed)

December 20, 2024 - Contract Award Notification

January 1, 2025 - Contract start date

All information related to this RFQ will be available on CCOC's website at <a href="https://www.flccoc.org">www.flccoc.org</a>.

#### 3. Point of Contact

Thomas A. Dunne, Director of Administrative Services 2560-102 Barrington Circle Tallahassee, FI 32308

Email: tdunne@flccoc.org

## 4. Restriction on Communications

All communication regarding this RFQ shall be directed to the point of contact identified in Section 3 above. Respondents shall not communicate with any other CCOC staff, Clerks of Courts, or Clerks' staff concerning this RFQ. For violation of this provision, the CCOC reserves the right to reject a respondent's proposal.

Only those communications which are in writing from the CCOC's point of contact shall be considered as a duly authorized response on behalf of the CCOC.

## 5. Background Information

Services shall be provided at CCOC headquarters unless directed otherwise by the Executive Director of CCOC. Subcontracting of work under this RFQ/contract is not allowed. There will be no guarantee of a minimum level of Services to be acquired by CCOC. This is a one-year contract. CCOC maintains the option to renew this contract for each of the four subsequent years (on a year to year basis) at the discretion of the CCOC and agreement with the vendor.



# 6. Scope of Work (SOW)

The following details the Services to be provided to CCOC:

#### Required Services

- Supervisor training on sexual harassment and discrimination in the workplace.
- Complete annual audit and comprehensive report detailing CCOC compliance with all relevant state and federal employment laws.
- Thorough review and report of employment policies and practices.
- Periodic updates on trends in employment law.
- Unlimited advice through the vendor/employer hotline.

## 7. Submittal Requirements

Respondents should complete all sections of the RFQ. Responses received under this RFQ that fail to address each of the sections in adequate and complete detail may be deemed as non-responsive and may not be considered for selection.

# A. Cover Letter

Provide a Letter of Interest indicating this specific solicitation for which the potential vendor is applying.

# **B.** Vendor Details

Include point of contact (name, title, phone number, mailing address, and email address) and number of employees.

## C. Qualifications

- Include a description of your company.
- Include any licenses and other pertinent information.
- Identify any members of your team that will be assigned to the Services provided to CCOC.

## D. Experience



Describe your experience in providing the required Services.

#### E. Proposed Approach and Solution

- Provide a concise description of capabilities to satisfy the requirements in the scope of work and any other information called for by the RFQ.
- Describe what CCOC resources (if any) would be required during the transition and on an ongoing basis.

# F. Fee Proposal

Please indicate in Attachment 1: Fee Schedule and Rate the charges associated with the Services, in accordance with the aforementioned SOW.

## 8. Quote Submission

Submittals received after the date and time stated in this RFQ will not be accepted and shall be returned unopened to Proposer. Submittals received at any other location than the below or after the submission date and time shall be deemed non-responsive. Submittals should be signed by an official authorized to bind the Proposer to the provisions given in the submission. Upon award of Contract, the contents of the submission may be included as part of the contract, at CCOC's discretion.

One (1) Original and one (1) digital copy of your complete response to this RFQ must be delivered to the below address(es) by November 8, 2024, 5:00pm EST.

Clerks of Court Operations Corporation Thomas A. Dunne 2560-102 Barrington Circle Tallahassee, Fl 32308

Email: tdunne@flccoc.org

Submittals must be clearly marked on the outside of the package referencing RFQ No. 25-CCOC-05.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.



# 9. Evaluation of Quotes

Responsive submissions will be evaluated using the following criteria:

Factor	Weight
Cost projections or fee proposal	50
The lowest average Cost Submission will	
receive 50 points. Every other	
submission will receive points	
proportionately in relation to the lowest	
price.	
Example: (Lowest price/Proposer's	
Proposed Price) x 50 = Score	
(Please note: Total potential contract	
cost, including extensions and cost	
escalators (if any) will be considered in	
cost evaluation.)	
Proposal Approach	15
Experience on similar assignments	20
Assigned staff to Services (Experience	15
and number of staff)	
Total Points	100

## 10. Payment

Payments to the Successful Proposer shall be made in arrears and be based on work performed to the satisfaction of CCOC. No advance payment shall be made at any time.

The Successful Proposer shall submit full documented invoices within ten (10) calendar days after the month during which Services were provided. These invoices shall be submitted with sufficient detail to allow CCOC to confirm the Services were provided. Invoices must be submitted to CCOC, Attn: Accounts Payable, 2560-102 Barrington Circle, Tallahassee, Florida 32308. All invoices shall reference the appropriate contract number, dates the Services were provided and the type of service provided in the prior month.



## 11. Successful Proposer is responsible for Employees

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction and not employees or agents of CCOC. The Successful Proposer shall supply competent and physically capable employees. CCOC may require the Successful Proposer to remove any employee who CCOC deems careless, incompetent, insubordinate, or otherwise objectionable. All employees of the Successful Proposer must be covered by Worker's Compensation, unemployment compensation and liability insurance, a copy of which must be supplied to CCOC.

Each employee shall have and wear proper identification while on location of CCOC premises.

#### 12. Unauthorized Work

Neither the Successful Proposer nor any of his/her employees shall perform any work unless duly authorized by CCOC. The qualified Proposer shall not be paid for any work performed outside the scope of the Contract or for any work performed before the Contract is fully executed.

# 13. Special Conditions of Proposed Contract General

The Contractor shall comply with all applicable laws, CCOC Licenses, and code provisions. The Contract shall include certain clauses which will safeguard the interests of the CCOC including, without limitations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to CCOC's clauses. The Contract shall address, but not be limited to, the following terms and conditions:

#### Amendments to the Contract

The CCOC shall have sole authority to amend the Contract on behalf of CCOC.

#### **Termination for Cause**

Either Party may cause cancel this Contract by notifying the other Party in writing thirty (30) days prior to the proposed termination date, specifying the other Party's failure to perform under this contract. If the failure to perform is curable, the defaulting party shall be given an opportunity to cure the default within a reasonable



period, by notifying the non-defaulting party within ten (10) business days of receiving notice of cancellation. As necessary, the cure period shall be extended; provided that, the defaulting party has initiated the process and is utilizing commercially reasonable efforts to cure the default.

#### **Termination for Convenience**

Either Party may terminate this contract upon 30 days written notice to the other party for any reason.

# Assignment of Contract

The Successful Proposer shall not assign any portions of the Contract, or any part of his/her operations, without written permission granted by CCOC through the Executive Director, in CCOCs sole discretion.

# Compliance with Orders, Laws and Cancellation

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of the Contract.

#### **Conflict of Interest**

If any individual member of the Successful Proposer, or an employee of a Proposer, or an immediate family member of the same is also a member of any board, commission, or agency affiliated with CCOC, that individual is subject to CCOC's conflict of interest policy. Successful Proposer Contact Successful Proposer shall include the name, office address and mobile number of the firm's intended Contact. In the event a Contract is awarded to Proposer, the Contact shall be available at one of these contact numbers on a daily basis for purposes of addressing complaints and receiving information as to Contract performance.

## Indemnification

The Successful Proposer(s) shall agree to indemnify, defend and hold harmless CCOC and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as



"Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the performance or non-performance of the Services contemplated by the Contract which is or is alleged to be (1) directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (2) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The Indemnifications will be interpreted to comply with Florida Statutes.

#### Insurance

To the extent required by law, the Successful Proposer shall maintain its bond and liability insurance with limits of \$1,000,000 or more per occurrence for the life of the contract. Within ten (10) days after notification of award, the Successful Proposer shall furnish evidence of insurance to CCOC. Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this RFQ, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to CCOC. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFO, within fifteen (15) calendar days after the Successful Proposer has been awarded contract, the Proposer may be in default of the Contract's terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future responses to CCOC. Information regarding any insurance requirements shall be directed to the Director Administrative Services, Thomas Dunne at 850-386-2224. Additionally, Successful Proposer may be liable to CCOC for the cost of reprocuring the Services, caused by Successful Proposer's failure to submit the required documents.



## Responsibility of Equipment and Supplies

It is understood that all products and equipment shall be supplied directly by the vendor to perform all Services described in the SOW but does not limit the vendor from performing other such standard Services that would normally be performed within said SOW.

# Confidentiality

The vendor recognizes and acknowledges while performing agreed upon Services, that their personnel may come upon access to matters the Corporation is engaged in that, by Florida Statutes, are confidential in nature and irreparable harm could be had should such confidential information be disclosed without authorization. The vendor agrees not to disclose any confidential information during or after the terms of the contract. CCOC may seek and obtain injunctive relief against the breach, or threatened breach, of confidential information. Any information made public by Florida law shall be exempt from this provision.



# ATTACHMENT 1 FEE SCHEDULE AND RATES

Provide hourly rate for the services outlined in this RFQ for Financial Auditing Services.

SERVICE/HOURLY RATE

Service Description	Hourly Rate