

CITY OF OPA-LOCKA

The City of Bright Opportunities



SPECIAL COMMISSION MEETING Agenda

**Wednesday, November 29, 2023
6:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person 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."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by the meeting start time via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
SPECIAL COMMISSION MEETING
November 29, 2023
6:00 PM

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. PUBLIC INPUT:**
(agenda items only)
- 6. RESOLUTION:**
 - 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE EMPLOYEE RELATIONS GROUP TO SERVE AS THE CITY'S OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission***
- 7. DISCUSSION ITEM:**
 1. Discussion with the Employee Relations Group regarding next steps for City Manager Search
- 8. ADJOURNMENT:**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE EMPLOYEE RELATIONS GROUP TO SERVE AS THE CITY'S OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, due to the departure of the City of Opa-Locka's Human Resources Director, it has become necessary for the City Commission to secure a Human Resources Director to provide Human Resources responsibilities to the City of Opa-Locka ("City"); and

WHEREAS, at the October 11, 2023 Regular City Commission meeting, the City Commission of the City of Opa-Locka approved Resolution 23-150 to release a Request for Qualifications ("RFQ") authorizing a procurement process for an outside entity firm or professional to serve as the Human Resources Director, with a procurement release date, a meeting for short-listed candidates and a selection to take place no later than the end of the Regular City Commission meeting on October 25, 2023; and

WHEREAS, later, pursuant to Resolution 23-150, the Interim City Manager was required to select a firm or professional from the two short-listed firms and/or professionals approved by the City Commission, no later than the end of the Regular Commission meeting of October 25, 2023; and

WHEREAS, during the regular City Commission meeting held on November 8, 2023, the City Commission expressed a desire to allow the Interim City Manager additional time to negotiate and select from the two (2) shortlisted candidates no later than 5:00 PM on Monday, November 13, 2023; and

WHEREAS, the City Commission shortlisted two candidates for Outside Entity Human Resources Director and the Interim City Manager was required to negotiate with the shortlisted candidates, and report back to each City Commissioner with his selection no later than 5:00 PM on November 13, 2023; and

WHEREAS, the Interim City Manager was further authorized to initiate services and enter into an agreement in a form approved by the City Attorney. These terms and conditions were approved by the State of Florida on or about November 16, 2023; and

WHEREAS, as of November 29, 2023, because no contract has been entered into, the City Commission held a special meeting and now desires to authorize the immediate execution of the agreement attached hereto as Exhibit "A" ; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida finds that it is in the best interest of the City and its residents to strictly adhere to this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes its Interim City Manager to execute an agreement with The Employee Relations Group to serve as the Outside Entity Human Resources Director pursuant to the terms and conditions set forth in the Agreement attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Attorney without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT

To the extent that there is conflict with this Resolution and any prior Resolution or policy of the City, this Resolution shall control.

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and shall be provided to Governor or Governor's Designee.

PASSED and ADOPTED this 28th day of November 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2023, between:

CITY OF OPA-LOCKA,

a Florida municipal corporation, hereinafter "CITY,"

and

THE EMPLOYEE RELATIONS GROUP LLC

a for Profit Company, authorized to do business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

The City of Opa-locka and Contractor desire to enter into a professional services agreement for CONTRACTOR to perform as the City's Human Resources Director and Department and provide services consistent with the City's Ordinances. The scope of work may include, but is not limited to recruitment, hiring practices, working along with the City Manager, City Attorney and city staff to ensure legal compliance, creation or revisions of policies and procedures necessary for a functioning Human Resources Department. The Human Resources Director shall report directly to the City Manager as a best practice for this function.

In order to establish the background, context and for of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY requested qualifications for services consistent with the CITY's desire to hire a Contractor to perform Outside Entity Human Resources services through Request for Qualifications #23-1107100.

1.2 On November 29, 2023 at a Special Meeting of the City Commission the CITY awarded the CONTRACT and authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Contractor's proposal for services, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Further, the Scope of Work for Contractor shall be consistent with Section 2-1 of the Request for Qualifications #11-07100, entitled "*Purpose and Scope of Work*" as outlined and unless specifically omitted below:

Scope of Work

The selected individual or CONTRACTOR shall be expected to perform the services required under the Request for Qualifications in the most expeditious manner possible. The scope should include the following, but is not limited to:

1. Conducting and overseeing a City Manager Search consistent with the City's Code of Ordinances and existing procedures for the selection of a City Manager. With respect to the search of the City Manager, the Human Resources Director shall not communicate with the Interim City Manager or share any information that is not shared with any other candidate seeking the position of the permanent City Manager. Further, the Human Resources Director shall not share information or operate in any way that would serve to give the Interim City Manager an advantage or control of the City Manager selection process. To the extent that the Human Resources Director feels compromised in any way by the Interim City Manager, this information shall be immediately reported, by email, to the City Commission with a copy of the email provided to the City Clerk and the City Attorney.

2. Professional Human Resources Duties: The CONTRACTOR shall serve as the Human Resources Director and perform all professional human resources duties as required by City Ordinances. The CONTRACTOR shall advise and report to management on HR best practices and compliance with employment laws and policies. The CONTRACTOR would also be available to assist with employee relations and disputes.

The CONTRACTOR will meet with key representatives (City Manager, Assistant City Managers, and Directors as needed) to discuss the needs of the City. The CONTRACTOR will also meet with the City Attorney when necessary to secure information needed for the City Attorney's work.

3. Creating, Updating, and Implementing HR/Employment Policies: CONTRACTOR would work with management on creating, updating, and implementing HR/Employment policies and procedures. The CONTRACTOR would assist the city with updating the employee manual on an as-needed basis.

4. Job Descriptions: The CONTRACTOR would work with management to revise and create new job descriptions when necessary.

5. Recruitment: Recruitment services for various positions to be filled as needed. The HR professional or CONTRACTOR would work with the City during relevant recruitment periods.

- Meet with key decision makers to develop ideal candidate profiles.
- Write or adapt job description and determine or confirm salary range for management review and board approval, if appropriate.
- Develop and implement recruitment and an advertising strategy for positions.
- Develop (or modify existing) job flyer.
- Assist with advertisement in appropriate locations, including social media and specialized job boards. Review application packets and assess candidates with management.
- Manage the interview process, including developing questions and scoring mechanisms.
- Where necessary, conduct skills testing.
- Work with law enforcement to obtain any necessary credentials needed for background checks where appropriate.
- Check references and conduct background checks.
- Other recruitment tasks as necessary.
- Other relevant tasks as required for the smooth operation of the Human Resources Department.

7. Other HR Functions and Support As Needed: Other HR functions and support that are needed include, but not limited to, Compensation Study and Assistance with Benchmark Classifications, investigations of complaints by employees, reviewing of counseling or other disciplinary actions, memos, etc., training or coaching of staff in HR areas as needed, policy or procedure writing, updating and/or review, and special projects related to the position.

9. Deliverables: The City expects the CONTRACTOR to work onsite at least one (1) day per week for no less than six (6) hours day and be available through telephone, remote video conference, or email as needed throughout the week. Note: The City prefers having set hours of availability for at least two days a week and expects the CONTRACTOR to respond to email within a 24 hour period. Other arrangements may be negotiated by the parties on an as needed basis.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

3.1 The CONTRACTOR shall commence work to be performed under this Agreement beginning at the time this Agreement is executed by the Interim City Manager and to be no later than twenty-four hours after passage of a resolution confirming CONTRACTOR by the City Commission. CONTRACTOR shall complete all work in a timely manner and work together with CITY on a reasonable timetable and priority for work to be performed.

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work related to this Agreement the amount of [REDACTED] per month.

4.2 The making and acceptance of the final payment shall constitute a waiver of all claims by CONTRACTOR except those previously made and still unsettled.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this Article.

5.2 CONTRACTOR shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. Evidence of General Liability coverage shall be maintained with limits not less than \$1,000,000 per Occurrence (Including Policy Number and Policy Period).

5.3 Evidence of Auto Liability coverage with limits not less than \$300,000 per Occurrence (Including Policy Number and Policy Period).

5.4 Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period), if applicable.

5.5 The City shall be listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing).

5.6 Minimum 30-day written notice of cancellation.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act and the State unemployment insurance law and similar laws. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 The term of this Agreement shall be for a one (1) year fiscal year period with two (2) one (1) year options for renewal. Agreement may be terminated by City with cause in the event that the CONTRACTOR abandons or is in material breach of this Agreement.

All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

10.2 This Agreement shall take effect as of the date of execution is to take place and as is contemplated by the Agreement.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word. Unless otherwise provided, this Agreement shall take precedence over any other document. Attachments to this Agreement are CONTRACTOR's Response to Request for Qualifications as set forth in Exhibit "A" and CITY's Request for Qualifications as Exhibit "B".

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and,

accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (305) 953-2800; jflores@Opalockafl.gov; 780 Fisherman Street, Fourth Floor, Opa-locka, FL 33054.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or CONTRACTOR, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Darvin Williams, Interim City Manager
780 Fisherman Street, Fourth Floor
Opa-Locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Mary Adams
401 E. LAS OLAS BLVD. # 130-162
Fort Lauderdale, FL 33301

12.7 Binding Authority. Each person signing this Agreement on behalf of either party

individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibits hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

12.16 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF OPA-LOCKA

ATTEST:

_____ BY: _____

APPROVED AS TO FORM

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

Authorized Representative

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"
(Response to Request for Qualifications)

See attached document for Exhibit “B”
(CITY’S to Request for Qualifications)

[Bid
Details](#)[Audit
Trail](#)[Watchers
List](#)[Planholders](#)[Postbid
Viewers](#)[eBid
Responses](#)[Broadcast
History](#)[Tabulation
Sheet](#)

eBid Response

[Add Response](#)**Bid Identifier:** RFQ-23-1107100-0-2024/JB

Supplier

Date

▼

≡

Circle Strategies, Inc.

Responded Date : 11/07/2023

Altrian, Inc

Responded Date : 11/07/2023

The Employee Relations Group

Responded Date : 11/07/2023

KDG Support LLC

Responded Date : 11/07/2023

Diskriter Inc.

Responded Date : 11/01/2023

Supplier Details

[Edit eBid Response](#)[View History](#)**Supplier Name**

The Employee Relations Group

Address401 E. Las Olas Blvd Suite 130-162, Fort
Lauderdale, Florida 33301**Phone Number**

954-980-7874

Self DeclarationsAfrican American Owned, Small Business, Woman
Owned**Bid Response Date**

11/07/2023 11:50 AM Eastern

Bid Amount

\$266,400.00

Response Status

Complete

Required Documents

- ✓ [Bid Document](#)(Electronic/Online) [Download Entire Bid Package](#)
- ✓ [Certificate of Insurance](#)(Electronic/Online)
- ✓ [W-9 form](#)(Electronic/Online)
- ✓ [Drug Free Workplace Certification](#)(Electronic/Online)
- ✓ [Non-Collusive Affidavit](#)(Electronic/Online)
- ✓ [Sworn Statement on Public Entity Crimes](#)(Electronic/Online)
- ✓ [Permits and Licenses](#)(Electronic/Online)

Supplemental Documents

- ✓ [Non-Discrimination Affidavit](#)(Electronic/Online)

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3.2.8.1 The projected Fee base should be an all-inclusive base fee.	14
3.2.9 Tab 8 – References	15
3.2.9.1 List a minimum a minimum of three references in Florida for which the Proposer has provided services detailed on the solicitation. Include the name of the organization, a brief description of the project, the name of the contact person telephone, and email address.	15

3.2.9.10 Tab 9 – Additional Forms	18
Proposer must complete and submit as part of its Proposal all of the following forms and/or documents.	18
A. Proposer Qualifications	19
B. Certification regarding debarment and suspension	22
C. Drug Free Workplace certification	23
D. E-Verification	25
Contractors Occupational License in the business area	27
City of Fort Lauderdale Business Permit	28

3.2.3 Tab 2 – Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and a positive commitment to perform the work.

The Proposer understands the work to be done primarily includes the Proposer's need to utilize their knowledge, skills, and abilities to efficiently, effectively, and thoroughly:

- ✓ Perform professional Human Resources duties as required by the City Ordinances.
- ✓ Assist with employee relations and disputes.
- ✓ Create, update, and implement HR employment policies, procedures, and forms.
- ✓ Provide support and manage all stages of the employment cycle: recruiting, onboarding, disciplinary, and termination.
- ✓ Develop and implement recruitment strategies to include scoring mechanisms, including that role of City Manager.
- ✓ Perform compensation study to include benchmark classifications.
- ✓ Consistently work within legal compliance of Human Resources best practices and the City Ordinances.

The Proposer is looking forward to the opportunity to fulfill this opportunity. The Proposer will consistently work on-site at least one day of the week, for no less than six hours per day. Monday through Friday the Proposer will be available from 9:00am to 6:00pm and respond to emails within 23-hours each business day.

3.2.3.3 Names of the persons who will be authorized to make representations for the Proposer during the Agreement as the City contact, their titles, addresses, and telephone numbers.

- a. Contact Name: Mary Adams
Title: CEO & Principal HR Consultant
Address: 401 E. Las Olas Blvd., #130-62, Fort Lauderdale, FL 33301
Phone, Office: (954) 980-7874
Phone Mobile: (408) 646-9820
- b. Contact Name: Klaus Roithner
Title: Executive VP & CFO
Address: 401 E. Las Olas Blvd., #130-62, Fort Lauderdale, FL 33301
Phone, Office: (954) 980-7874
Phone Mobile: (408) 812-7300

3.2.3.4 An official signature of a Corporate Officer.



Mary Adams CEO – The Employee Relations Group

11/6/2023

Date

3.2.4 Tab 3 – General Information

3.2.4.1 Name of Business

The Employee Relations Group

3.2.4.2 Mailing Address and Phone Number

401 E. Las Olas Blvd. Suite #130-162 Fort Lauderdale, FL 33301
Office (954) 980-7874

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from the name of the person in charge

Name is not different. It is: Mary Adams office (954) 980-7874

3.2.4.4 Normal business hours

They are: 9:00am through 6:00pm; Monday through Friday

3.2.4.5 State if the business is local, national, or international and indicates the business's legal status (corporation, partnership, etc.)

State business is a local Florida corporation

3.2.4.6 The business was organized and/or incorporated, and where

The business was incorporate in 2011 in the state of Florida and Broward county.

3.2.4.7 The location of the office from which the work is to be done and the number of professional staff employees at that office

The location the work will be done is in Fort Lauderdale, FL 33301. The number of employees that will fulfill the Agreement will total 2.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group or firms/agencies

The business is its parent company

3.2.4.9 State if the business is licensed, permitted, and/or certified to do business in the State of Florida, attach a copy

A copy A copy of the Florida Business License is attached.

State of Florida

Department of State

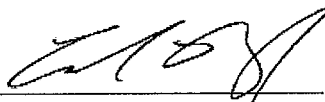
I certify from the records of this office that THE EMPLOYEE RELATIONS GROUP LLC is a limited liability company organized under the laws of the State of Florida, filed on November 8, 2011, effective January 1, 2012.

The document number of this limited liability company is L11000127406.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 5, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2023*




Secretary of State

Tracking Number: 8172791153CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ

It is the goal of the Proposer to utilize all of her knowledge, skills, and abilities acquired during the more than 21 years of loving HR work to bring a level of expertise to the City of Opa-Locka's HR department. My way of working is to teach managers the entire time I am communicating with them. I do the same with employees, I explain policies to them at a level and use examples that they can relate to.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business (see below)

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City for this project

The Proposer's qualifications include over 20 years of prior experience in HR Director and Manager roles with large corporations. Including, IBM Corp., Dell Corp., Google, and Bertelsmann. The roles included establishing new HR departments, drafting HR documents, management training, HR compliance, recruiting, hiring, firing, disciplinary action meetings, salary surveys, and conducting annual performance appraisals. Utilizing training in HR, Six Sigma, Lean Manufacturing, and Safety Compliance as an HR Generalist expert. Providing one-stop HR support for hundreds of employees from the executive level to the facilities level staff in the areas of FMLA, ADA, Unemployment, Benefits Enrollments and implementing, ERISA, wage and hour questions, disciplinary actions, annual appraisal process performing salary surveys, conducted workplace investigations and enforced HR policies and procedures.

These prior roles with large corporations, along with the Proposer acquiring a Juris Doctorate in 2009, have added to her knowledge, skills, and ability to be the expert her clients need as their Outside HR Director expert since 2012 (11 years). The Proposer consistently provides HR support to about 200 employees among the numerous clients. The largest percentage of the Proposer's clients are in Miami-Dade and Broward Counties.

The Proposer believes in maintaining her expertise by continuing personal education and training: Attending three remote training classes per month.

Annual recertification of her EEOC Workplace Investigator Certification by attending eight-plus hours of EEOC-approved Investigative Training.

Obtained certification as a Human Resources Expert Witness in 2019. Assisting plaintiffs and defendant attorneys to win Employment Law related cases.

Proposer's one-page resume is attached for Mary Adams – Owner & Principal HR Consultant.

Key personnel one-page resume is attached for Klaus Roithner – Exec. VP & CFO

Key personnel one-page resume is attached for Sharon Morais – HR Generalist

THE EMPLOYEE RELATIONS GROUP®



Mary Adams, JD
Principal Consultant - Owner
The Employee Relations Group® LLC

Knowing the financial impact Small Businesses can incur from lack of training in employment practices and business compliance, drove Mary to the next goal of her career, Principal Consultant of her own business, The Employee Relations Group® TERG® to support Small Businesses in all areas of Human Resources and Employment Law compliance. Serving commercial and non-profit clients in all industries throughout Broward, Miami-Dade and West Palm Beach Counties, plus internationally, Canada and Ireland. The firm brings employers into compliance in the areas of: recruiting, handbook, training, postings, terminations, payroll, expense reporting, and others. Then TERG provides client support, from their mobile office, on an as-needed basis with training, difficult employee relations matters and risk assessment on disciplinary actions and terminations. The firm now has clients throughout most South Florida counties.

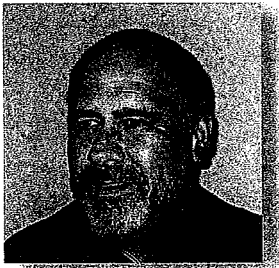
Previously as Global Human Resources Generalist, Mary worked 15+ years in the technology industry, for: IBM Corporation, Google, Dell Computer and Start-Up companies. She found her passion for, human resources and business management while supporting up to 500 employees at international, regional and branch locations in California, Texas, Nevada, Kentucky, Alaska, Florida, Washington, Colorado, Massachusetts, Louisiana, Canada and Ireland.

Mary's Education includes: Juris Doctor 2009; Supreme Court Certification of Mediation, JFK University College of Law; Undergraduate: Louisiana State University; Southern University and Western Illinois University.

Professional Membership: Society of Human Resource Management; Fort Lauderdale Chamber of Commerce; American Business Women Association; Women Executive Council; Women Executive Leadership; and Tower Club of Fort Lauderdale.

Volunteer Activities: Meals on Wheels of South Florida, Board Chair; Fort Lauderdale Board of Governors, Board Member; Riverwalk Trust, Board Member; Children Diagnostics and Treatment Center, Transformer Committee; Greater Fort Lauderdale Chamber of Commerce, Member; Leadership Broward Foundation, Class XXXI and Women Leading Broward Foundation, CoFounder.

THE EMPLOYEE RELATIONS GROUP®



Klaus Roithner
Executive VP / CFO – Co-Owner
The Employee Relations Group® LLC

I'm the EVP/CFO and Co-Owner of the local Human Resources and Employment Compliance Consulting Firm - **The Employee Relations Group® (TERG®)**.

For 12 years now, as the EVP/CFO of TERG, I'm taking care of the activities "behind the scenes." IT, finance, transportation, media, word processing, accounting, and data analysis are my main areas. Together with Mary Adams, the Principal Consultant, I'm working on Company roadmaps and expansion plans. All TERG employees and contractors report to me.

In my over 25 year professional career, I gained an experience level spanning over a wide field of professions. After starting in Quality Control, I moved to Manufacturing, Human Resources, and Technology Development. In all those areas, I was promoted into Management Positions, mainly into a Director or similar levels.

I also learned about different Industries like food, microchips, solar cells, and nanotechnology. Companies I worked for included small startups like FlexIC's, NanoNexus, large Corporations like Siemens/Infineon, or joint ventures between companies like IBM, Motorola, and Toshiba.

After a successful corporate career, I decided to start my own business. Together with Mary, our Principal Consultant, I'm now using my experience to develop, excel, and operate The Employee Relations Group. In his free time, Klaus enjoys watching Formula1 races and working if time permits, as a freelance Formula1 analyst.

The Employee Relations Group®, LLC "TERG®" 401 E. Las Olas Blvd. Suite 130-162, Fort Lauderdale, FL 33301
(p)+1-954-980-7874 (f) +1-954-406-5498 (m) +1-408-646-9820 (e) Mary@TERG.com (web) www.TERG.com

Resume

Sharon Morais
430 NW 40th Street
Oakland Park, FL 33309

Apr 2021 - Present
Human Resources Manager
Marriott International
Fort Lauderdale, Florida

Jul 2016-Apr 2021
Representative Marriott Hotels Florida

Jan 2016 – Jul 2016
Human Resources Generalist
Renaissance Hotels
Greater Nashville Area, TN

Nov 2012 – Jan 2016
Human Resources Coordinator
Gaylord Hotels
Greater Nashville Area, TN

Apr 2011 – Nov 2012
Guest Service Agent
Gaylord Entertainment Company
Greater Nashville Area, TN

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component best of knowledge.

To fulfill the responsibilities of the HR Director role, it is important to outline a timeline for the following areas:

Month 1 –

Meet with the City Manager and other stakeholders to gather their perspectives of the HR department's goals and challenges.

Open Legal HR Issues –

Review any open legal issues or claims outstanding with government agencies to ensure the responses are up to date.

Familiarize myself with the City Ordinances, policies, systems, culture, and employees.

Start reviewing all HR-related contracts and agreements for compliance and performance.

Recruiting –

Usually, this is a necessary issue that needs to be addressed. Other than the City Manager's vacancy, meet with the City Manager and other decision-makers to create a recruitment plan for open vacancies, including determining the HR department headcount. Review the current full-cycle interview process for improvements as needed.

If the role starts before the end of the year. Determine what year-end policies HR has to deal with to close out the year.

Start to Audit the HR department's compliance with applying policies and procedures, specifically to workplace accommodations/ADA, Workers' Compensation, FMLA, Classifications, Job Descriptions, E-Verify, I-9, and other areas.

Months 2 – 3

Complete the HR Audit –

Draft a report to include risk assessments, improvement needed and an action plan to accomplish them. Review if goals established in the first month need to be realigned based on the Audit results.

Start review of All job description for revisions, as needed.

Complete the review of all HR related contracts and agreements for compliance and performance. Prepare a report for the City Manager and action plan, as needed.

Stakeholder Regular Meetings –

Schedule regular meetings and/or attend existing meetings to present reports related to HR efforts, recruiting and other matters as applicable.

HR Expectations –

Establish a set of expectations with the decision makers for request from HR. Establish expectations for questions and inquiries.

Employee Training, Development, Retention, On-boarding –

Review the employee training and development efforts.

Review the On-boarding of new hires and Off-boarding voluntary and involuntary terminations. Review the process for talent acquisition, development and retention for improvements.

Development of a set of plans to present. Consider an Exit Interview process.

Months 3-4

The completion of plans listed within months 1 and 2 are being seen and continuing to be executed.

Performance management –

Address identified issues affecting employee satisfaction. Consider a wellness program.

Provide training to management on performance feedback and reviews. Consider a 360-degree feedback system.

Continue to monitor and update the HR compliance and reporting to external agencies.

Recruiting –

Scrutinize the efforts and results of recruiting for the continuing need of improvements.

Months 5-6 –

Present updated policies and procedures for final approval from the Months 1 & 2 Audits.

Show progress on completing all employee job description review and revisions as needed.

Employee Engagement –

Spend some time finding out about the employee culture and how to improve it from the HR department contributions.

Continue to monitor the effectiveness of HR initiatives and make adjustments as needed.

Months 7-9 –

Determine if a salary survey is needed, based on recruiting results and employee retention.

Continue to complete and report on challenges and results of goals from prior months expectations.

Months 10-12 –

Focus will be on completing all prior months of goals and expectations.

Prepare necessary year end HR department reports to meet regulations and the HR Director goals and attainment.

3.2.7.2 Indicate the earliest available start date for Proposer's project team

The earliest available start date for Proposal's project team is November 27, 2023. Proposal already has vacation plans that include airline tickets from Nov. 14-21-23 and Dec. 21st through Jan.5th.

3.2.7.3 Indicate the project completion date based on 3.2.7.1

Completion date – HR has no end date as long as there are employees. I will set my goal to have the completion of the foals and expectations agreed upon and at an acceptable level by Dec. 27, 2024.

3.2.8 Tab 7 - Pricing of Services

3.2.8.1 The projected Fee base should be an all-inclusive base fee

The projected fee is an all-inclusive base fee at a flat hourly consultant rate of \$185.00 per hour x 24 hours per week = \$4,440.00 per week, \$17,760.00 per month = 12 months = \$213,120.00 per year.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum a minimum of three references in Florida for which the Proposer has provided services detailed on the solicitation. Include the name of the organization, a brief description of the project, the name of the contact person, telephone and email address

1. Company Name: Blue Trading US
Location: Miami, FL 33178
Contact Name: Alfredo Alvarado – CEO
Contact Mobile Number: (305)767-9286
Contact Email: alvarado@bluetradingus.com
Active client since 2013

Brief description of services provided – Fulfill the role of an external HR Consultant and Compliance Officer. Draft, implement and update all HR documents, including Employee Handbook, for On-boarding and Off-boarding, draft job descriptions, establish employee classifications, conduct salary and benefit surveys and continue to align wages to be competitive. Counsel the organization prior to all involuntary terminations to review liabilities and conduct a risks analysis. Respond to all inquiries from employee legal counsel.

Conduct Safety, Harassment and Sensitivity training. Train supervisor and managers how to conduct interviews, disciplinary action meetings, document acceptable and unacceptable employee behavior. Conduct hybrid workplace investigations on site and remote. Include investigative report and risk analysis with recommendations and suggestions for improvements with internal processes and from the employee, as applicable. Communicate and represent the company in meetings with all government agencies to ensure compliance and proper responses, including, DEO, OSHA, EEOC, DOL, and Wage and Hour. Respond to all inquiries from employee legal counsel.

2. Company Name: The Pride Center At Equity Park
Company Location: Wilton Manors, FL 33305
Contact Name: Robert Boo – President
Contact Mobile Number: (954)463-9005
Contact Email: rboo@pridecenterflorida.org
Active client since 2017

Brief description of services provided – Fulfill the role of an external HR Consultant and Compliance Officer. Draft, implement and update all HR documents, including Employee Handbook, for On-boarding and Off-boarding, draft job descriptions, conduct salary and benefit surveys and continue to align wages to be competitive. Review background checks that require additional communication to the applicant, conduct that communication.

Conduct semi-annual Harassment and Sensitivity training. Train supervisor and managers how to conduct interviews, disciplinary action meetings, document acceptable and unacceptable employee behavior. Conduct hybrid workplace investigations on site and remote. Include investigative report and risk analysis with recommendations and suggestions for improvements with internal processes and from the employee, as applicable.

Counsel the organization prior to all involuntary terminations to review liabilities and conduct a risks analysis. Respond to all inquiries from employee legal counsel.

3. Company Name: MH3 Management LLC
Company Location: Boca Raton, FL 33487
Contact Name: Melissa Hilf – COO & Comptroller
Contact Mobile Number: (954)415-6183

Contact Email: Melissa.hilf@mh2management.com
Active client since 2017

Brief description of services provided for a combined two separate companies – Fulfill the role of an external HR Consultant and Compliance Officer. Draft, implement, and update all HR documents, including Employee Handbook, for On-boarding and Off-boarding, draft job descriptions, correct employee classifications, conduct salary and benefit surveys and continue to align wages to be competitive. Conduct the first interview to vet applicant's skills. Conduct background checks.

Counsel the organization prior to all involuntary terminations to review liabilities and conduct a risks analysis. Respond to all inquiries from employee legal counsel. Assisted client with a sale and employee merger and transition.

Train supervisor and managers how to conduct interviews, disciplinary action meetings, document acceptable and unacceptable employee behavior. Conduct hybrid workplace investigations on site and remote. Include investigative report and risk analysis with recommendations and suggestions for improvements with internal processes and from the employee, as applicable. Final review of all communication and represent the company in meetings with all government agencies to ensure compliance and proper responses, including, DEO, OSHA, EEOC, DOL, and Wage and Hour. Respond to all inquiries from employee legal counsel.

4. Company Name: SW Corp
Company Location: Miami, FL 33142
Contact Name: Humberto Tapia – Senior Accountant
Contact Mobile Number: (305) 333-3941
Contact Email: htapia@swcorp.com
Active client since 2023

Brief description of services provided for a total of three separate companies at one location. Fulfill the role of a hybrid HR Consultant and Compliance Officer. Worked on site at least three days per week for four months. Review and update all HR documents, including Employee Handbook, for On-boarding and Off-boarding, draft job descriptions, correct employee classifications, conduct salary and benefit surveys, and continue to align wages to be competitive. Counsel the organization prior to all involuntary terminations to review liabilities and conduct a risk analysis. Respond to all inquiries from employee legal counsel. Review all HR-related Agreements and Contracts, and negotiate better rates. Built an internal employee HR communication system with documents within the ADP system and through one-stop telephone numbers. Established 360-degree annual performance appraisals. Review appraisals with management prior to employee meetings.

Completed the company's implementation to the ADP payroll system. Train supervisors and managers on how to apply policies to draft and conduct disciplinary action meetings; how to document acceptable and unacceptable employee behavior. Conduct workplace investigations with investigative reports and risk analysis with recommendations and suggestions for improvements with internal processes and from the employee, as applicable. Communicate and represent the company in meetings with all government agencies to ensure compliance and proper responses, including DEO, OSHA, Workers' Compensation, EEOC, DOL, and Wage and Hour. Respond to all inquiries from employee legal counsel.

5. Company Name: The Mosaic Group
Company Location: West Palm Beach, FL 33407
Contact Name: Ann Marie Sorrell – CEO

Contact Mobile Number: (561) 531-4046

Active client since 2017

Brief description of services provided for a combined two separate companies – Fulfill the role of an external HR Consultant and Compliance Officer. Draft, implement and update all HR documents, including Employee Handbook, for On-boarding and Off-boarding, draft job descriptions, establish employee classification, conduct salary and benefit surveys and continue to align wages to be competitive. Conduct the first interview to vet applicant's skills. Conduct background checks.

Counsel the organization prior to all involuntary terminations to review liabilities and conduct a risks analysis. Respond to all inquiries from employee legal counsel. Assisted client with a sale and employee merger and transition.

Train supervisors and managers how to conduct interviews and disciplinary action meetings and document acceptable and unacceptable employee behavior. Conduct hybrid workplace investigations on-site and remotely. Include investigative report and risk analysis with recommendations and suggestions for improvements with internal processes and from the employee, as applicable. Final review of all communication and represent the company in meetings with all government agencies to ensure compliance and proper responses, including DEO, OSHA, EEOC, DOL, and Wage and Hour. Respond to all inquiries from employee legal counsel.

6. Company Name: FAENA Hotel

Company Location: Miami Beach, FL 33140

Contact Name: Vanessa Girard – Quality & Training Manager

Contact Mobile Number: (305) 534-8800

Email Address: vgirard@faena.com

Active client since 2021

Conduct compliant Harassment, Sensitivity & DEI Training to all employees, annually. Draft and update the training modules.

3.2.10 Tab 9 – Additional Forms

Proposer must complete and submit as part of its Proposal all of the following forms and/or documents.

- A. Proposer Qualifications
Resume attached and see below
- B. Certification regarding debarment and suspension
Attached
- C. Drug-Free Workplace certification
Attached
- D. E-Verification
Attached

In addition to the attached Resume –

The Proposer's qualifications include over 20 years of prior experience as an HR Director and Manager roles with several large corporations. Including, IBM Corp., Dell Corp., Google, and Bertelsmann. The roles included establishing new HR departments, drafting HR documents, training, HR compliance, recruiting, hiring, firing, disciplinary action meetings, salary surveys, conducting annual performance appraisals. Utilizing training in HR, Six Sigma, Lean Manufacturing, and Safety Compliance as an HR Generalist expert. Providing one-stop HR support for hundreds of employees in the areas of FMLA, ADA, Unemployment, Benefit Enrollments and implementing, ERISA, wage and hour questions, disciplinary actions, annual appraisal process perform salary surveys, conducted workplace investigations and enforced HR policies and procedures.

These prior roles with large corporations along with the Proposer acquiring a Juris Doctorate, in 2009, has added to her knowledge, skills and ability to be the expert her clients need as their Outside HR Director expert since 2012. The Proposer consistently provide HR support to about 200 employees among the numerous clients. The largest percentage of the Proposer's clients are in Miami-Dade and Broward Counties.

The Proposer believes in maintaining her expertise by continuing personal education and training: Attending three remote training classes per month.

Annual recertification of her EEOC Workplace Investigator Certification by attending eight plus hours of EEOC approved Investigative Training.

Obtained certification as a Human Resources Expert Witness in 2019. Assisting plaintiffs and defendant attorneys to win Employment Law related cases.

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Mary Adams JD
Principal Human Resources Consultant
Fort Lauderdale, FL 33301
954.980.7874 office 408.646.9820
mobile mary@terg.com
LinkedIn URL: <https://www.linkedin.com/in/mary-adams-jd/>

SUMMARY OF CV –

HUMAN RESOURCES BUSINESS ACUMEN

RISK DETECTION and MITIGATION – Apply employee and labor relations expertise to successfully identify trends and challenges, predict and mitigate risk, and develop and execute solution-focused strategies and programs.

FINANCIAL ACUMEN – Competent in understanding financial statements and the overall financial, preparing and managing P/L across businesses. Confident to interpret financial metrics and calculate the financial impact of HR decisions. Capable of building the economics of an HR business case.

CRISIS MANAGEMENT – Work reactively on crisis-oriented partner issues under extreme time limitations while exercising excellent judgment and leadership.

PROJECT MANAGEMENT – Independently design, own, and lead successfully large-scale, network-wide projects that improve frontline partner experience.

ANALYZE and INTERPRET DATA – Exercise strong analytical skills using data and anecdotes to develop persuasive narratives and recommendations; demonstrated ability to define and measure success of programs.

DELIVER INNOVATIVE BUSINESS SOLUTIONS – Challenge current practices, industry status quo, and generate creative mechanisms that bring about large-scale solutions.

COMMUNICATE EFFECTIVELY – Rapidly produce high-quality written communications that concisely analyze problems and move solutions from concept to execution.

LEAD THROUGH OTHERS – Build constructive relationships with critical stakeholders and peers to share information, influence change, and leverage resources to deliver results.

PROBLEM SOLVER – Work independently with minimal supervision, in ambiguous situations, and persevere over internal and external barriers to drive resolutions. Preserve confidentiality of sensitive information. Exert, when required, the correct amount of firm but thoughtful communications on behalf of client.

MERGERS AND ACQUISITIONS – Serves as HR lead on M&A team meetings and partners with other HR organizations and Leaders in on due diligence and analysis to ensure all HR efforts are coordinated and operational HR risks are identified and addressed during due diligence and integration.

WORKPLACE INVESTIGATOR/Employee Relations – Conduct complex investigations into sensitive employee relations & EEO complaints of discrimination, harassment, and other workplace complaints in an efficient, thorough, and professional manner. Identify investigation scope, sources, and investigative actions. Plan, schedule, and conduct effective interviews of complainants, respondents, and witnesses. Interview witnesses at all levels of the organization using appropriate tact and impartiality. Analyze information collected from witnesses and evidence and reach timely and unbiased conclusions and findings. Provide practical, problem solving, even-handed solutions while serving as a trusted and confidential resource within the human resources team. Prepare thorough, professional reports of human resource, EEO, or personnel matters, including review of policy violations, performance, and/or conduct concerns. Compose correspondence and other highly confidential documents such as investigation summaries, corroboration charts, action plans, conclusion talking points, executive scripts, etc. Provide sound technical and practical advice and guidance to administration and managers on employee relations matters, employee concerns, and workplace initiatives. Prepare and maintain accurate logs, complete reports and other documentation relating to investigations. Maintain confidentiality and organization of files of investigations conducted and information received. Conduct training sessions on employee relations topics which may include the preparation of presentations, and handouts on sample cases and workplace initiatives.

EXPERT WITNESS – Prepare expert witness documentation and testimony in court on employment and labor relation cases.

BUSINESS PROJECT MANAGER – On behalf of employer, three time, I have singularly represented them to close a business location for various reasons (e.g. my audit showed embezzlement, location not profitable, employer lost only contract supporting the location, etc.). Prepared close out letters for all employees that explained the company location closing and their payout compensation. Met with employees and presented closing plans. Closed all business accounts with all vendors, negotiated the Landlord Rental Agreement to the advantage of the client. Closed DOL and State Business Registration and Tax accounts. Donated furniture, paid out utility accounts and arranged for final cleaning of offices.

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HUMAN RESOURCES GENERALIST EXPERIENCE – Deliver HR initiatives to support business needs, such as: employee engagement, management development, and organizational change in line with best practices. Guide and coached supervisors and managers on employee relations and HR issues in line with Company policies and best practice, including disciplinary, grievance, performance, redundancy and absence management. Provide support other roles within HR teams as required with other projects and operational issues, e.g. recruitment, payroll, benefits/leave training and HRIS.

Timely investigate all employee relations incidents, draft reports and seeks resolution, maintain the Employee Relation log. Utilize modes of communication i.e. Coffee Talk, Employee Engagement Committees, Suggestion Box, PodCasts, and Surveys to identify change management, discuss best HR practices and develop interventions. Partner with HR Lead to identify and deliver HR related training as required. Support, develop, and coach business supervisors and managers in relation to their approach and consideration of people issues, ensuring that they understand the impact of these on the individual and the business. Work with HR leads to support operations with the salary review process guidelines. Champion the accuracy of HR Data by driving stakeholders in the timely resolution of action items related to employee records. Promotes the use of HR systems policies and processes, challenging appropriately as necessary. Support the exit review process for staff, carrying out exit interviews etc. **SYSTEM AND DATABASE skills:** MS Excel, PowerPoint and Report Smith, PC Payroll, Paychex, Peoplesoft, Resumix, Oracle, E-Verify, ISO auditing, Halogen, Six Sigma processes, ISO 9000.

CHRONOLOGICAL LIST OF WORK HISTORY –

The Employee Relations Group (TERG)

Principal IHR Consultant - Remote
Fort Lauderdale, FL
August 2010 - present

Company description: TERG is a boutique Human Resources and Employment Law compliance consulting firm providing Consulting compliance to over 65 diverse business models throughout 9 states and 3 countries worldwide. Each consultant owns the client and provides a high level of HR Generalist support for an indefinite period of time. Primary support and auditing are done remotely and Training is done on-site and remotely, including support for employees working 24/7 and various shifts.

TERG

Expert Witness/Consultant (part-time & on-call)
Nationwide
March 2011 - Present
Perform consulting and/or litigation consulting and expert witness services in the areas of human resources, as needed.

Rainin Instrument LLC a Mettler Toledo Company

Corporate HR Manager
Oakland, CA
June 2008-August 2010

Company description: Mettler Toledo is a multinational manufacturer of scales and analytical instruments. It is the largest provider of weighing instruments for use in laboratory, industrial, and food retailing applications. The company also provides various analytical instruments, process analytics instruments, and end-of-line inspection systems.

Google/Arvato Digital Services a Bertelsmann Company

Google Human Resources Business Partner
Mountain View, CA
June 2007-March 2008

Company description: Google is an American multinational technology company that specializes in internet-related services and products. These include online advertising technologies, search, cloud computing, software, and hardware.

Company description: Bertelsmann is a German multinational corporation based in Germany. It is one of the world's largest mass media companies and also active in the service sector and education. Google hired Arvato,

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Court Mediator - Internship

Intern 20 hours per week
Pittsburg, CA
October 2005-May 2007

Contra Costa County Courts - Assist Plaintiffs and Defendants in Small Claims Court Lawsuits and Disputes.

Law Student-Full-Time

University Silicon Valley School of Law
Fremont, CA
January 2005-May 2009

Human Resources Consultant

San Francisco & SiliconValley Regional HR Generalist - Remote
June 1996 - December 2004

Business model: Utilize extensive Human Resources generalist expertise to assist technology companies with recruiting, compensation and relocation plans, establish HR department policies and procedures for legal compliance. Train management staff in interviewing and disciplinary compliance.

Client locations: N. Calif.; San Fran Area; Minn.; Texas; Companies Contracted and worked for:

(1) Dell Computer (2) Shell Oil (3) PeoplePC (4) Cisco System (5) Meir Mitchell Accounting Firm (6) Pervasive Software (7) U.S. Office of Personnel (8) GreyLock VC Firm (9) Anila VC Firm.

IBM Corporation

National Field Support Representative 30% travel
Remote support to clients in CA, FL, NV, UT and AK
Seattle, WA and Austin, TX
May 1989 - November 1996

Seattle, WA and Austin, TX
May 1989 - November 1996

Company description: *IBM Corporation* manufactures and markets computer hardware, middleware and software, and offers hosting and consulting services in areas ranging from mainframe computers to nanotechnology. IBM is also a major research organization, holding the record for most patents generated by a business (as of 2017) for 24 consecutive years.

Education:

Certified EEO Investigator, 2019
Jurist Doctorate, JD Law Degree, 2009
Supreme Court Certified Mediator, 2007
Louisiana State University, Major: Finance/Computer Science
Southern University, Major: Business
Western Illinois University, Major: Business
Harvard University T.H. Chan School of Public Health Executive & Continuing Professional Education
Certificate - 2018 Women On Boards & Adding Value

Community involvement and volunteerism/current:

Tower Club/Club Corp. – Professional Women's Luncheon – Founder
Business & Leadership Institute – Human Resources Trainer
Women Leading Broward Program – Founder & Facilitator
Riverwalk Trust – Board member
Children Diagnostic and Treatment Center – Transformer
Meal On Wheels South Florida – Board member

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within the three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name Mary Adams

CITY OF OPA-LOCKA
RFQ NO. 23-TBA

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mary Adams the
(Name)
CEO/Owner of The Employee Relations Group
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/5/2023
Date


Signature

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that 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; and

By entering into a Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring 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. If a 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 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

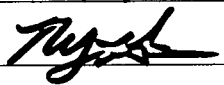
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring 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. 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 1 year after the date of termination.

Company Name: The Employee Relations Group

Authorized Signature: 

Print Name: Mary Adams

Title: CEO / Owner

Date: 11/5/2023

Contractor's Occupational License in the area of their fixed business location.

Phone/Fax: (954) 980-7874 / Fax (954) 406-5498

2. Check One: Corporation (X) Partnership () Individual ()

3. If Corporation, indicate:

Date of Incorporation: 01/01/2012 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: Not applicable.

5. Name and Title of Principal Officers **Date Elected:**

<u>Mary Adams CEO</u>	<u>2012</u>
-----------------------	-------------

Klaus Roithner 2012

6. The length of time in business: 11 (eleven) years

7. The length of time (continuous) in business as a service organization in Florida:

11 (eleven) Years. Provide corporate forms from the Florida Division of Corporations of a similar state entity.

8. A list of at least three commercial, corporate, or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-Loka RFQ during the last twenty-four months:

- Company Name: Blue Trading US
- Company Name: The Pride Center At Equity Park
- Company Name: MH3 Management LLC
- Company Name: SW Corp
- Company Name The Mosaic Group

9.

10. A copy of County and/or Municipal Occupational License(s)



CITY OF FORT LAUDERDALE
BUSINESS TAX YEAR 2023-24



Business Tax Division

700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BL-1600754

Business Name: THE EMPLOYEE RELATIONS GROUP
LLC

Business Address: 401 E LAS OLAS BLVD # 130-162

KLAUS ROITHNER
THE EMPLOYEE RELATIONS GROUP LLC
401 E LAS OLAS BLVD # 130-162
FORT LAUDERDALE FL 33301

TAX CATEGORIES

406210 CONSULTANT (UNCLASSIFIED)

Contact: KLAUS ROITHNER

Business Email: Klaus@Terg.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV



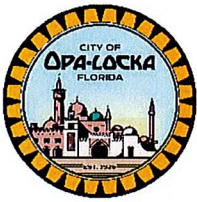
RFQ NO: 23-1107100

REQUEST FOR QUALIFICATIONS (RFQ)
OUTSIDE ENTITY HUMAN RESOURCES
DIRECTOR

CITY OF OPA-LOCKA
RFQ NO. 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

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**CITY OF OPA-LOCKA
REQUEST FOR QUALIFICATIONS
RFQ NO: 23-1107100
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR**

Sealed proposal for RFQ No. 23-1107100 for OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR for the City of Opa-locka will be received at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 1:00 p.m. on Tuesday, November 7, 2023. Any RFQ Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 1:00 pm.

The address to submit sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFQ No. 23-1107100 for OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the RFQ NO: 23-1107100 requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

**Joanna Flores, CMC
City clerk**

**CITY OF OPA-LOCKA
REQUEST FOR QUALIFICATIONS
RFQ NO: 23-1107100
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR**

**PART I
PROPOSAL GUIDELINES**

1-1. Introduction: The City of Opa-locka seeks proposals for an OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR. The City is soliciting bids on behalf of the City Manager's Office for Outside Entity Human Resources Director under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the most qualified Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The city must receive all proposals by 1:00 p.m. on November 7, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFQ NO. 23-1107100 – OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR.

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ, up until eleven (11) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document or Resolution 23-150 authorizing the RFQ.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may email or post written addenda up to two (2) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City Clerk through written communication prior to the opening of the proposals, which should be forwarded by the City Clerk to the City Attorney.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and accepted for final approval of a contract form.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFQ and Consultant/Contractor proposal shall be included and incorporated in the final award. The successful proposer and the City will then enter into an Agreement in a form acceptable to the City Attorney. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional language for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated by the City Commission and shortlisted consistent with qualifications deemed responsive.

The City reserves the right to negotiate price.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFQ or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$300,000 per Occurrence (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period), if applicable;
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal to the extent applicable.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.17 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka. Further, the proposer shall not have any prior personal or business relationship with the City's Interim City Manager or City Manager and shall not have previously provided services or advice to the City of Opa-Locka at any time in the past ten (10) years. Rather, the proposer shall be an independent individual or firm free from influence through its officers and employees.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work where applicable.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office prior to the scheduled bid opening.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City Commission shall determine that such termination is in the best interest of the City.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	October 20, 2023	
Pre-Bid Meeting	N/A	
Written Questions Due	October 27, 2023 @ 10:00 AM Email questions to the City Clerk: jflores@opalockafl.gov With Subject line "RFQ No: 23-1107100 Bid Questions"	
Response to Questions	October 31, 2023	
Due Date/Bid Opening	November 7, 2023 @ 1:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	November 8, 2023 @ 6 PM	
Award	November 8, 2023 @ 7PM Regular Meeting	

PART II
NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The City of Opa-locka is seeking the professional services of a firm knowledgeable in Human Resources (HR) practices to serve and the City's Human Resources Director and specifically serve in the role of the City's Human Resources Department consistent with the City's Ordinances. The scope of work may include, but is not limited to recruitment, hiring practices, working along with the City Manager, City Attorney and city staff to ensure legal compliance, creation or revisions of policies and procedures necessary for a functioning Human Resources Department. The Human Resources Director shall report to the City Manager as a best practice for this function. The City is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

Scope of Work

The selected individual or firm shall be expected to perform the services required under this Request for Qualifications in the most expeditious manner possible. The scope should include the following, but is not limited to:

1. Conducting and overseeing a City Manager Search consistent with the City's Code of Ordinances and existing procedures for the selection of a City Manager. With respect to the search of the City Manager, the Human Resources Director shall not communicate with the Interim City Manager or share any information that is not shared with any other candidate seeking the position of the permanent City Manager. Further, the Human Resources Director shall not share information or operate in any way that would serve to give the Interim City Manager an advantage or control of the City Manager selection process. To the extent that the Human Resources Director feels compromised in any way by the Interim City Manager, this information shall be immediately reported, by email, to the City Commission with a copy of the email provided to the City Clerk and the City Attorney.
2. Professional Human Resources Duties: The firm would serve as the Human Resources Director and perform all professional human resources duties as required by City Ordinances. The firm would advise and report to management on HR best practices and compliance with employment laws and policy. The firm would also be available to assist with employee relations and disputes.
 - The firm will meet with key representatives (City Manager, Assistant City Managers, and Directors as needed) to discuss the needs of the City. The firm will also meet with the City Attorney when necessary to secure information needed for the City Attorney's work.
3. Creating, Updating, and Implementing HR/Employment Policies: The firm would work with management on creating, updating, and implementing HR/Employment policies and procedures. The firm would assist the city with updating the employee manual on an as-needed basis.
4. Job Descriptions: The firm would work with management to revise and create new job descriptions

when necessary.

5. Recruitment: Recruitment services for various positions to be filled as needed. The HR professional or firm would work with the City during relevant recruitment periods.

- Meet with key decision makers to develop ideal candidate profiles.
- Write or adapt job description and determine or confirm salary range for management review and board approval, if appropriate.
- Develop and implement recruitment and advertising strategy.
- Develop (or modify existing) job flyer.
- Assist with advertisement in appropriate locations, including social media and specialized job boards.
- Review application packets and assess candidates with management.
- Manage the interview process, including developing questions and scoring mechanisms.
- Where necessary, conduct skills testing.
- Work with law enforcement to obtain any necessary credentials needed for background checks where appropriate.
- Check references and conduct background checks.
- Other recruitment tasks as necessary.
- Other relevant tasks as required for the smooth operation of the Human Resources Department.

6. Agreement with City: It is the intent of this solicitation that the HR Director work with and report to the City Manager on all issues unrelated to the permanent City Manager selection process. The City Manager will make the final decision on the hiring of the HR position, following a shortlisting of no less than two (2) candidates by the City Commission. The successful HR Director candidate will be required to enter into an agreement with the City that may be terminated by the City Manager if there is a breach of the Agreement terms.

7. Other HR Functions and Support As Needed: Other HR functions and support that are needed include, but not limited to, Compensation Study and Assistance with Benchmark Classifications, investigations of complaints by employees, reviewing of counseling or other disciplinary actions, memos, etc., training or coaching of staff in HR areas as needed, policy or procedure writing, update and/or review, and special projects.
8. Legal Compliance: Ensure compliance with federal, state, and local laws and regulations related to employment and internal policies and procedures. Be knowledgeable about HR laws and regulations pertinent to public agencies under the general law. Provide suggestions and recommendations regarding areas that need to be addressed for legal compliance.
9. Deliverables: The City expects the consultant to be onsite at least one (1) day per week for no less than six (6) hours day and be available through telephone, remote video conference, or email as needed throughout the week. Note: The City prefers having set hours of availability for at least two days a week and expects the consultant to respond to email within a 24 hour period.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise, and reliability as a Human Resources Professional with an established good reputation, particularly with governmental clients or large corporate entities. Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing services to governmental agencies or large corporate entities. Please provide a list of current and relevant projects, including client names, titles, telephone numbers and email address. Please ensure that contact information is current.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The contract period for the winning bidder of this RFQ is anticipated to be one (1) fiscal year with two one (1) year option for renewal.

An Agreement may be for a lesser period of time.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals and the persons likely to perform work not in conflict with provisions of this RFQ. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ. The proposal must be independent and not have had any contact with any City Staff members of the City regarding this proposal, unless specifically authorized herein.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer during the Agreement as the City contact, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Telephone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City for this project.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program listed in this RFQ to the best of knowledge and understanding.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Projected Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided services detailed on the solicitation. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- E-Verification

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of the City Commission, will convene to shortlist no less than two candidates with the Interim City Manager or City Manager making the final decision. The Selection Committee shall also be known as the Shortlisting Committee. The Selection Committee will consider, and shortlist based on qualifications. The Proposer shall satisfy and explicitly respond to all the requirements of the RFQ, including qualifications and a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive and responsible Proposer whose Proposal best serves the interest of the City.

4-2 EVALUATION CRITERIA

The Committee may choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated to all Proposers.

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City Commission has the right to accept and shortlist the best proposal as submitted, without discussion or negotiation.

If the City Commission determines that such presentations are needed, a time and place will be scheduled for oral presentations. Candidates should be available for presentations at the City Commission meeting or workshop where the proposals will be reviewed and shortlisted. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee shortlisting. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFQ, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The Interim City Manager or City Manager of Opa-locka Commission will select the firm that meets the best interests of the City following shortlisting. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. The City Manager will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFQ following shortlisting.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation the City Commission will shortlist no less than two (2) firms for selection by the Interim City Manager or City Manager. Upon selection, contract negotiations will be initiated with the successful firm through the City Attorney's Office. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFQ NO. 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

The Proposer, as a result of this proposal, should hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. Complete and submit with the proposal the following information:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:

_____ Years. Provide corporate forms from the Florida Division of Corporations of similar state entity.

8. Provide a list of at least three commercial, corporate or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka RFQ during the last twenty-four months.

9.

10. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within the three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFQ NO. 23-TBA

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that 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; and

By entering into a Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring 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. If t 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 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring 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. 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 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



CITY OF OPA-LOCKA

RFQ NO: 23-1204200

SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN

The sealed proposals for **SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN** for the city of Opa-locka will be received at the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Monday, Dec. 04, 2023, at 2:00 pm.** Any RFQ Package received after the designated closing time will be returned unopened. The city will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposal is listed below:

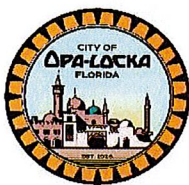
CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City's Clerk Office and marked **RFP for Safe Streets and Roads for all (SS4A) Comprehensive Action Plan.**

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at <https://www.opalockafl.gov> or www.demandstar.com.

The City reserves the right to accept or reject all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-1204200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

**City Clerk
Joanna Flores**



Outside Entity Human Resources Director

RFP#23-1107100

ADDENDUM-01

Please see responses to all questions asked to date.

1. Does the city currently have a Human Resources Director and staff?
The city does not have an HR Director; however the department does have staff.
 - a. How many HR staff persons if any?
The department is currently budgeted for four (4) positions, however three (3) are currently vacant.
 - b. Will the current staff remain with the city or is selected firm expected to augment city staff?
The current staff will remain. The city shall fill its vacant HR positions.
2. How many employees does the city currently have?
167 Full and Part-time employees.
3. Is the HR responsible for benefits, retirement/pensions or any other fringes?
Yes
4. Is payroll handled separately from HR?
Yes, payroll is handled by the city's Finance Department.
5. What is the overall spend of this opportunity?
The overall spend has not be determined.
6. Is this a single placement of a HR Director or are you looking for a consulting firm to take over all HR functions?
Single Placement to serve as the city's Human Resources Director.
7. Is this a single or multiple award?
This is a single award.
8. If this is a single placement of a HR Director would you be looking for a fee of their annualized salary or a bill rate of an hourly rate?
This is an RFQ (Request for Qualifications), therefore it is at the discretion of the proposer.