REQUEST FOR PROPOSALS No. 24-R085495SB HUMAN RESOURCE INFORMATION SYSTEM (HRIS) SEPTEMBER 5, 2024

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT REQUEST FOR PROPOSALS No. 24-R085495SB HUMAN RESOURCE INFORMATION SYSTEM (HRIS)

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide a human resource information system, as specified in this Request for Proposals.

DATE, TIME, AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is October 17, 2024 at 2:00 P.M. ET. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposals.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **September 27, 2024 at 3:00 P.M. ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Stacia Branco, Procurement Manager

(941) 749-3041, Fax (941) 749-3034 Email: stacia.branco@mymanatee.org Manatee County Financial Management Department Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership, or corporation.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference scheduled for this Request for Proposal.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is October 17, 2024 at 2:00 P.M. at ET. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe

Acrobat[®] portable document format (PDF) in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file. Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the "ORIGINAL".

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 24-R085495SB, Human Resource Information System, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division 1112 Manatee Avenue West, 7th Floor, Suite 705 Bradenton, FL 34205

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with TABS in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address, and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > Bids and Proposals. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software. At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at http://www.mymanatee.org/purchasing *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the 'Planholders' link.

All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Purchasing Official.

A.12 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with, or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Purchasing Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase

order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial

statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including

one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at http://www.osd.dms.state.fl.us/iframe.htm or by calling (850) 487-0915.

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer must:

a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies

and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

ATTN: RECORDS MANAGER 1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal

are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer must offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents, and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/. Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.33 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the

required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

A.34 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 PROJECTED SOLICITATION SCHEDULE

The following projected solicitation schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > Business > Bids &

Proposals) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference has been scheduled for this solicitation	N/A
Question and Clarification Deadline	September 27, 2024 @ 3:00 P.M., ET
Proposal Due Date and Time	October 17, 2024 @ 2:00 P.M., ET
Technical Evaluation Meeting	TBD
Technical Evaluation Meeting	TBD
Interviews/Demonstrations/Presentations, if conducted	TBD
Final Technical Evaluations	TBD
Projected Award	December 2024

The purpose of the Solicitation Schedule is to provide a projected timeline of solicitation events. The County reserves the right to modify or change any of the projected dates and times.

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Score
Proposer & Team's Experience (Tab 6)	15
Approach (Tab 7)	20
Capacity (Tab 8)	15
General Questionnaire (Tab 9)	25
Fee Proposal (Tab 10)	25

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a

reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to reevaluate and re-score the Proposers.

B.05 SCORING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement. In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein.
- b. Short list Proposers to be further considered in written of oral interview/presentation/product demonstrations.
- c. Recommend commencement of negotiations to the Purchasing Official.
- d. Reject all proposals received and cancel the Request for Proposal.
- e. Receive written clarification of proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies, and procedures.

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Purchasing Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

FORM 1 - ACKNOWLEDGMENT OF ADDENDA RFP No. 24-R085495SB

The undersigned acknowledges receipt of the following addenda:

Addendum No	Date Received:
Addendum No	Date Received:
Print or type Proposer's information b	elow:
Name of Proposer	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Of	ficer Signature of Authorized Official and Date

FORM 2 - PROPOSAL SIGNATURE FORM RFP No. 24-R085495SB

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to negotiate a mutually acceptable Agreement.

Print or type Proposer's information below:		
Name of Proposer	Telephone Number	
Street Address	City/State/Zip	
Email Address	Web Address	
Print Name & Title of Authorized Officer	Signature of Authorized Officer	Date

FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION RFP No. 24-R085495SB

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE SECTION 2-26 ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County l	by
	[print individual's name and title]
for	
[name of entity submitting	ng sworn statement]
whose business address is:	
and (if applicable) its Federal Employer Identification	Number (FEIN) is
If the entity has no FEIN, include the Social Security N	lumber of the individual signing this sworn
statement:	

- I, the undersigned, understand that no person or entity shall be awarded or receive a County contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession, or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:
- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, as determined by the County, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative		
STATE OF		
COUNTY OF		
Sworn to and subscribed before me this	day of	, 20
by		
Personally known OR Produced to		.
[Type of identification]		
Notary Public Signature		
My commission expires:		

[Print, type or stamp Commissioned name of Notary Public] Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president. Return this fully executed form with your Proposal.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM RFP No. 24-R085495SB

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check	one of the following statements and attach additional documentation if necessary:
	To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.
	The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.
Acknowledge	ed and attested to by:
Firm Name	
Signature	
Name and Ti	tle (Print or Type)
Date	

FORM 5 - NON-COLLUSION AFFIDAVIT RFP No. 24-R085495SB

STAT	E OF		
COU	NTY OF		
Befor who,	e me, the undersigned a after being by me first du	uthority, personally appearly sworn, deposes and says	red, of his/her personal knowledge that:
a.	He/She is Proposer that has subm	of of	work for the following:
	RFP No.:	Title:	
b.	•	1 0 1 1	on and contents of the attached Request ces respecting such Solicitation.
	Such Proposal is genuin	ne and is not a collusive or	sham Proposal.
c.	employees, or parties in connived, or agreed, d submit a collusive or s which the attached Proposition a agreement or collusion person to fix the price any overhead, profit, of other Proposer, or to se agreement any advantage	interest, including this affi irectly or indirectly, with ham Proposal in connection losal has been submitted or and contract, or has in any re- or communication or confector prices in the attached Proper cost element of the Prope ecure through any collusion get against the City or any per	artners, owners, agents, representatives, ant, has in any way colluded, conspired, any other Proposer, firm, or person to n with the Solicitation and contract for to refrain from proposing in connection manner, directly or indirectly, sought by erence with any other Proposer, firm, or roposal or any other Proposer, or to fix iosal price or the Proposal price of any n, conspiracy, connivance, or unlawful erson interested in the proposed contract. d proper and shall not be tainted by any
u.	collusion, conspiracy,	connivance, or unlawful ag	greement on the part of the Proposer or ees, or parties in interest, including this
Signa	ture:		
Subsc 20		ffirmed) before me this, who is pe	day of ersonally known to me OR has produced _ as identification.
Notar	y Signature		
Notar	y Name:		
Notar	y Public (State):		
Expir	es on:		
SEAL			

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FORM 6 - TRUTH - IN - NEGOTIATION CERTIFICATE RFP No. 24-R085495SB

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner)

Name:	
Title:	
Date:	
Signature:	

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION RFP No. 24-R085495SB

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer's Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company:	
FEIN:	
Address.	
City/State/Zip.	
I,	, as a representative of
certify and affirm tha	this entity is not on the Scrutinized Companies with Activities in Sudan List
or the Scrutinized Co	npanies with Activities in the Iran Petroleum Energy Sector List.
Signature	Title
Printed Name	Date

FORM 8, INSURANCE REQUIREMENTS RFP No. 24-R085495SB

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

◯ Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

 ✓ Worker's Compensation Insurance ☐ US Longshoremen & Harbor Workers Act ☐ Jones Act Coverage 		
Coverage limits of not less than:		
 Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. 		
Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.		
Aircraft Liability Insurance Required Limits Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:		
 \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. \$ General Aggregate. 		
Un-Manned Aircraft Liability Insurance (Drone) Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:		

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

• 100% of the completed value of such addition(s), building(s), or structure(s)

☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Over Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$2,000,000 Security Breach Liability
- \$1,000,000 Security Breach Expense Each Occurrence
- \$2,000,000 Security Breach Expense Aggregate
- \$500,000 Replacement or Restoration of Electronic Data
- \$500,000 Extortion Threats
- \$500,000 Business Income and Extra Expense
- \$500,000 Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
Asbestos Liability (If handling within scope of Contract) Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
☐ <i>Disposal</i> When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.
 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
Hazardous Waste Transportation Insurance Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
• Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.
Liquor Liability Insurance Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
• \$1,000,000 Each Occurrence and Aggregate
☐ Garage Keeper's Liability Insurance Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

Property and asset coverage in the full replacement value of the lot or garage. **Bailee's Customer Liability Insurance** Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: • Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer'S care, custody and control. **☐** Hull and Watercraft Liability Insurance Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: Each Occurrence General Aggregate Fire Damage Liability

\$10,000 Medical Expense, and

• \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
 - In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the COUNTY.

II. General Insurance Provisions Applicable to All Policies

- 1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- 2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Avenue West, Suite 969 Bradenton, FL 34205

- 3. The project's solicitation number and title shall be listed on each certificate.
- **4.** Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- 5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- **6.** The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- 7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
- **8.** It is the Successful Proposer'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- **9.** All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- 10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
- 11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- **12.** No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

FORM 8, INSURANCE STATEMENT RFP No. 24-R085495SB

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFP within ten (10) days from the date of Notice of Intent to Award.

Proposer Name:	Date:	
Signature (Authorized Official):		
Printed Name/Title:		
Insurance Agency:		
Agent Name:	Agent Phone:	
•		

Return this fully executed form with your Proposal.

FORM 9, INDEMNITY AND HOLD HARMLESS RFP No. 24-R085495SB

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Propos	ser:			
Title and Date:				
Project Number and /or Name:				
Insurance Agent:				
Acknowledgement:				
STATE OF	_			
COUNTY OF	_			
The foregoing instrument was acknowledge	ged before me this	_ day of _		
20 by		[FULL	LEGAL	NAME],
who is				
Personally known to me				
OR				
has produced	_ as identification.			
Notary Signature				
Print Name				
SEAL				

Return this fully executed form with your Proposal.

EXHIBIT 1, SCOPE OF SERVICE RFP No. 24-R085495SB

1.01 SCOPE

Successful Proposer (hereinafter in this Scope referred to as "Contractor") shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Manatee County with a Human Resource Information System (HRIS).

Manatee County Government (herein after referred to as "County") is utilizing Secure HR Pro, LLC to support a high-level discovery and requirements definition project to replace their current Human Capital Management (HCM) platforms and to consolidate other Human Resource (HR) business functions and technology platforms onto consolidated cloud-based/hybrid HCM technology platform. The Board of County Commissioners (BCC) HR team provides benefits services for all other Constitutional Agencies (County Clerk, Manatee County Sheriff's Office, Property Appraiser, Supervisor of Elections, Guardian Ad Litem, Housing Authority, and Tax Collector) with the exception that the County Clerk's office manages their own dental plan. The Manatee County Port Authority has its own EIN. All other entities are under the same EIN.

The County consists of approximately 2245 employees (1,762 nonexempt and 483 exempt). The County also employes a class of employee called OPS, which are not benefits eligible, consisting primarily of seasonal employees including lifeguards, camp counselors, and event technicians. Currently there are 121 OPS employees working for the County.

The HCM platform will provide support for the County in addition to the following constitutional agencies: Supervisor of Elections (SOE), Clerk of Court (CLK), Manatee County Sherriff (MSO), Port of Manatee, Property Appraiser (PAO), Housing Authority (HA), and Tax Collector (TCO). Number of employees for Constitutional agencies will be provided post RFP response and down selection.

The County has utilized various systems over time to accomplish HCM functions for the listed agencies. Most of these systems have evolved organically and sometimes in isolation. This piecemeal evolution has introduced challenges to achieving best practice processes for our organizations. Currently the HCM environments are impacted by:

- 1. Multiple vendor agreements and associated management and costs.
- 2. Numerous interfaces and integrations to manage and maintain by hand or by automation.
- 3. Low utilization and experience levels across systems and suites.
- 4. Using suite-based software to only address a few functions.
- 5. Very high training requirements for so many platforms.
- 6. Low resilience to staff changes.
- 7. Inability to adapt easily and effectively to change on many levels.
- 8. Inability to access current best practice features due to complexity and interdependencies.

Based on these limitations and challenges the goal of this RFP is to identify a comprehensive HCM provider to use best practices to implement an HCM platform configured for ease of use and navigation, a modern design that aligns with the County enterprise technology standards and

delivers a complete system that can be upgraded and maintained. Contractors should propose <u>all</u> <u>services and integrations they have</u> that support the goals outlined in this RFP. We expect a detailed response from Contractors to include functional and technical specifications, implementation services, training, ongoing maintenance, support, and pricing. The County intends to award a contract for the purchase of design, implementation, training, and other associated services. Contractors must submit information about how their proposed solution meets the County's minimum requirements. Contractors are also encouraged to submit a proposal that exceeds the minimum requirements set forth in this RFP while still supporting the overall goals of the site.

Currently, all constitutional agencies utilize UKG Time & Attendance except MSO, which utilizes ADP for time and attendance. The CLK is processing payroll for each of the constitutional agencies utilizing Central Square Finance Enterprise except for MSO, which processes their own payroll using Central Square OneSolution. The County provides Benefits Administration for all the constitutional agencies. Any exceptions to specific benefits are outlined in the chart related to Benefits Administration/Benefits file feeds. There is not currently a software system for performance management, compensation, reporting and analytics, or an integrated organization chart solution.

Given the goals of the County, the purpose of this RFP is to identify and engage a technology solution partner to provide the County with a cloud based HCM technology solution that includes but is not limited to the following 12 (twelve) required functions:

- 1. Recruiting
- 2. Onboarding
- 3. Human Capital Management/Core
- 4. Time and Attendance
- 5. Benefits Administration (health, welfare, and retirement plans, and ACA)
- 6. Performance Management
- 7. Reporting and Analytics
- 8. Compensation Management
- 9. Succession Planning
- 10. Organization Chart for internal and external usage
- 11. Payroll
- 12. Document Storage

The solution should also provide Employee Self Service, Manager Self Service, a Document Cloud and Ad Hoc Reporting Tools as standard across the platform where appropriate.

The proposed solution can leverage existing standard platforms in use and invested in such as Microsoft 365, Adobe eSign, OnBase DMS, OneSolution Finance. Contractors should highlight how their solution leverages these platforms to support the goals herein.

It should be noted that Leave Management as it relates to FMLA is not in scope of this project. That service is outsourced to Hartford, which also manages short- and long-term disability. The

selected Contractor will need the ability to have a bi-directional feed with the Hartford. Learning Management is also not in the scope of this project. The current Learning Management vendor is NeoGov. NeoGov Learn will remain in place and will require that the HRIS Contractor have bi-directional capability with NeoGov.

For Organization Charts, the selected Contractor system must have the functionality to update the chart with any employee changes on a real time basis, including department, position, title, cost center and supervisor. This organization chart is for both internal and external (public facing) usage.

The selected system must be able to meet the records retention requirements of the State of Florida and allows for the setting of multiple document destruction dates based on classification.

If the payroll module of the selected Contractor is not included in this project, the selected Contractor will be expected to create data interfaces with Central Square (County ERP/Payroll system) for bi-directional ongoing data feeds to achieve maximum performance.

The selected system must allow for all data in the system to be replicated to an on-prem replication database on a daily basis.

Support for English and Spanish is required.

*Technology service providers and applications are indicated in **bold** throughout this document.

1.02 HUMAN RESOURCES TECHNOLOGY BACKGROUND

The following table represents Manatee County's current business process functions and supporting technology platforms, along with the future considerations for potential technology replacement as part of the requirements process.

Business Process / Function	Description (not meant to be all inclusive)	Current System in Place Today	In/Out of Scope Agencies Status
Recruiting	Requisition, candidate application, screening, and capability to integrate with background check providers. 2022 - 684 requisitions posted; 2023 - 947 requisitions posted. As of 7/20/24, 521 requisitions posted. Requisitions can have more than 1 hire - up to 20 positions under 1 requisition. Positions filled 2022 - 685; 2023 - 815; 2024 YTD - 503. This does not capture all transfers within County. Some positions are filled without requisition. System must be able to store interview notes, track Veteran status.	NeoGov Spark Hire (offered via Neo Gov) (Background check provider currently being outsourced to ClearStar via partnership w NeoGov) Manual for SSN verification	Required – In Scope BCC (Constitutionals may elect to participate)
Onboarding	Supports new employee transition to be first day ready including any pre-boarding activities	NeoGov ClearStar via partnership w NeoGov Manual	Required – In Scope BCC (Constitutionals may elect to participate)
Core HR Data (HCM) and Document Repository	Employee indicative data such as demographics, emergency contacts, employment history, document storage (W-4, I-9, performance reviews, etc.)	Central Square Finance Enterprise HR OnBase Document Management (onprem)	Required – In Scope BCC CLK MSO PAO SOE HA TCO
Time and Attendance (PTO)	Recording of hours for pay and/or statistical purposes and PTO accruals/tracking, unpaid time-off approvals	UKG Ready (Time & Attendance) UKG Advanced Scheduler for hurricane eventsused for employee notification and scheduling)	Required-In Scope BCC CLK PAO SOE HA TCO MSO uses ADP for timekeeping
Leave Management	FMLA Leave tracking	Outsourced to Hartford	Not In Scope
Learning Management	Training courses, results and storage of learning path data and certifications/licenses	NeoGov Learn	Not in Scope

Performance Management	Review form creation with ratings scale and sections for notes, Built in workflow between employee and supervisor	• Manual	Required – In Scope BCC (Constitutionals may elect to participate) MSO currently uses NeoGov Perform
Compensation Management	Pay modeling, including banding and forecasting, market analysis: benchmarking, setting pay ranges, total compensation reporting	PayScale – integrates with Central Square Finance Enterprise	Required – In Scope BCC (Constitutionals may elect to participate)
Succession Planning and Management	Evaluation of employee progression and tool for internal candidate sourcing	Manual – not being done currently	Required – In-Scope BCC (Constitutionals may elect to participate)
Reporting and Analytics	Standard and ad-hoc reporting capabilities, ability to publish and drill down to provide capabilities for HR, Managers and Employees	COGNOS available with Central Square Finance Enterprise license	Required – In Scope BCC (Constitutionals may elect to participate)
Payroll Processing	Gross to net calculations for pay, paycheck creation, deductions (all types), calculate stored and passed tax data to government agencies	Central Square Finance Enterprise Payroll	Required – In Scope BCC PAO SOE HA TCO CLK uses own instance of OneSolution MSO uses own instance of OneSolution – only Constitutional that processes own payroll separately
Tax Preparation and Tax Filing Services	Prepare and file taxes on behalf of the employer	Central Square Finance Enterprise Payroll	Required – In Scope BCC PAO SOE HA TCO CLK uses own instance of OneSolution MSO uses own instance of OneSolution – only Constitutional that processes own payroll separately

			Required – In Scope
	Plan set-up, plan costs, online enrollment with	Benefitexpress	BCC
			CLK
Benefits	decision support for all enrollment workflows,		MSO
Administration	including OE, NH capture of dependent and		PAO
	beneficiary data, carrier election file feeds		SOE
			HA
			TCO
			Required – In Scope
	Determining benefit eligibility status (based on hours worked) and fulfilment of IRS reporting requirements for IRS subsection 6055 and 6056	Benefitexpress	BCC
			CLK
ACA Compliance			MSO
			PAO
			SOE
			HA
			TCO

The below are the interfaces with OneSolution that the IT department is currently managing:

Interface	OneSolution ERP System
AD Integration	Outbound / Inbound
Check_RECON(BOA)	Outbound / Inbound
Positive Pay (BOA)	Outbound
ACH (BOA)	Outbound
AD email	Inbound
BENXpress	Outbound / Inbound
FRS	Outbound / Inbound
HR_Reports	Outbound
NEO_GOV	Outbound
VOYA	Outbound / Inbound
ORIGAMI	Outbound
GIS	Outbound
ONBASE	Outbound
UKG	Outbound / Inbound
Unemployment	Outbound
Cherwell	Outbound
HR Data Quality Reports	Outbound
Oracle EPM	Outbound / Inbound
Hartford	Outbound / Inbound

Current File Feeds for Benefits (all except FRS and COBRA)

Purpose	File From	File To	Time Frame	Manual Manipulation Needed	Notes
Census files for Board of County Commissioners (BCC), Clerk of Court (CLK), and Manatee County Sheriff (MSO)	One Solution	Benefit Express	Weekly on Friday	Benefit Express provides a report which requires verification by Vanessa on the Tuesday after the file is received of any changes	Express, Benefit Express sends Vanessa a report on he following Monday/Tuesday via ecure FTP site
Payroll files for BCC, MSO, CLK, Property Appraiser (PAO), Housing Authority (HA), and Tax Collector (TCO)	Benefit Express	One Solution	Per Payroll schedules, BCC/CLK/PA O/MSO biweekly on Tuesdays, HA weekly on Wednesdays, TCO biweekly on Mondays	Manipulation and manual upload by Vanessa	Every agency receives a payroll file weekly or biweekly based on their payroll schedule. Vanessa verifies the payroll file changes, makes notes of adjustments, credits etc. needed. Payroll files are sent to outside agencies for upload and adjustments. Vanessa uploads the file to One Solution for BCC and makes manual adjustments, then sends the BCC file

Benefits	Benefit	Aetna	Weekly on	No	to payroll for them to upload and make the adjustments on their side. All agencies
Eligibility	Express	Acuia	Tuesday	140	included on one file
Benefits Eligibility	Aetna	Optum	Weekly on Sunday	No	All agencies included on one file
Eligibility	Benefit Express	Hartford	Weekly on Sunday	No	STD, LTD - All agencies included on one file. Hartford Leave in process of configuration to be included on current file feed. MSO manages own leave program not through Hartford.
Eligibility & Payroll Contributions Flexible Spending Accounts— All agencies included on one file	Benefit Express	Inspira	Weekly on Tuesdays	No	Flexible Spending: Medical & Dependent Care
Payroll Contributions - BCC only	One Solution	Voya 457b plan	Biweekly on Fridays	No	Pre-tax contributions – no match
Payroll (Contribution, Changes, Stops) - BCC only	Voya	One Solution	Monthly – on second payroll	Yes, manipulation and manual upload	Correct payroll period dates must be entered as Voya only captures the date of any change
Retiree Eligibility – Medical, Dental Vision	Bentek	Aetna	Weekly on Sunday	No	All agencies included on one file

Retiree payments from FRS	FRS	Rosalia Zoino	Monthly – end of the month	Retiree contributions are manually input into Bentek by Rosalia. Retirees not in FRS pay by check or credit card. Payment information is manually entered.	
Eligibility Life Insurance All agencies included on one file	Securian	Vanessa Rene	One time a year in February/Marc h	Securian emails EHB to confirm eligibility when employee passes away	Beneficiaries are stored in Benefit Express
Leave Usage	Hartford	UKG Time & Attendance	In Process		Requires workflow to take leave from different entitlements in a certain order e.g., sick first, then vacation, then comp time, then personal days

COBRA is currently managed manually outside of the system by EHB.

1.03 FLORIDA RETIREMENT SYSTEM PROCESS

The Florida Retirement System (FRS) https://frs.fl.gov/#/login. This process is highly manual. A review of any opportunities to automate should be included in the RFP responses.

Once a conditional employment offer has been accepted, the new hire completes an FRS Certification Form. This form asks if they have ever been employed in an FRS agency, which FRS plan they are in and if they are retired from FRS. It includes name and Social Security Number. The HR Service Specialist enters the Social Security Number into the **FRS portal** to confirm whether the employee has previously been in the FRS system. The Retirement Coordinator reviews the screenshot of this verification screen and the Certification Form from the HR Service Specialist

and provides the HR Service Specialist with the FRS retirement "code" and whether there are any rehire restrictions.

If the employee is within 6 (six) months of taking a distribution from the FRS Investment Plan, then they are not eligible to be hired by the County/any FRS Employer until the 6 (six) months has passed.

If no record comes up in the **FRS portal** or if the 6-month period has passed, the new hire (or rehire into the FRS system) can proceed.

The HR Service Specialist enters eligibility into **One Solution**. A PAF (Pay Action Form) /HAF (Hire Action Form) is completed by the Employment Service Specialist and is sent to Payroll for processing. Payroll sends an eligibility report to FRS once a month.

If the employee is a Senior Manager or is categorized as Special Risk, there are additional steps. If Senior Manager, their PAF/HAF is uploaded to **FRS portal**. The Form 405, along with a job description, is sent to FRS for their review as to whether it meets Special Risk Eligibility.

FRS sends an approval or rejection letter for Special Risk to the Retirement Coordinator. The Retirement Coordinator attaches this letter to the original Form 405 packet and uploads them onto **OnBase** into the employee's HR file.

If an employee retires, joins DROP, leaves DROP, the Retirement Coordinator completes a packet and uploads it to the **FRS portal**. A Final Salary Certification is uploaded later onto **FRS portal** by the Retirement Coordinator once Payroll processes the retiree's final paycheck.

If an employee wants to leave DROP early, the Retirement Coordinator electronically submits that date in the **FRS portal**.

If an employee passes away, the Retirement Coordinator notifies FRS by submitting an electronic form in the FRS portal.

If an FRS Pension member terminates employment, FRS is notified through Payroll.

If an FRS Investment member terminates employment, the Retirement Coordinator electronically submits the termination date on the FRS portal.

Employees have a one-time right to change between the Investment and Pension plans. This decision is sent to FRS by Payroll.

Payroll emails Retirement Coordinator with PDF to verify accrued leave payout. Retirement Coordinator approves then Payroll emails Retirement Coordinator Excel file to upload onto **Bencor portal**: https://bencor.rprgonline.com/. Once Retirement Coordinator receives distribution request from retiree, Retirement Coordinator approves via the **Bencor** portal.

Each agency in the County has their own Retirement Coordinator who handles these tasks for their agency however the Port, MPO and SOE office share our **One Solution** and Payroll clerks, so they

report to FRS under our FRS Agency # 51003. BCC Retirement Coordinator assists other Agency Retirement Coordinators where needed.

1.04 CURRENT TIME AND ATTENDANCE PROCESS

The County uses **UKG Ready for Time & Attendance.** All constitutional agencies, other than MSO, are on this platform. MSO manages their Time & Attendance using ADP.

New Hires/Rehires:

When an employee is hired or rehired, the HR Service Specialist enters the information from the HAF/PAF (Hire Action Form/Personnel Action Form) into **One Solution**. This includes all employee information, location, position, supervisor, etc. Every 3 (three) hours, a file feed is sent from **One Solution** to **UKG** so that the employee information needed for timekeeping is in **UKG**. The schedule is then set up for each employee within **UKG**. No private information, such as Social Security Number, is sent from **One Solution** to **UKG**.

For exempt employees, an 8-hour schedule is set as the default, and time sheets are auto populated by HR.

Entering Time or Leave Requests:

For non-exempt employees to enter time or a leave request, and for exempt employees to enter a leave request, employees sign into **SharePoint** to access the timekeeping system. There is the use of Single Signon, and multiple tenant Single Signon.

Time can be entered using the mobile app, but it is not supported by BCC. Currently, there is no geo-fencing set up in the mobile app. There is currently no clock-in method that captures actual time in and time out.

Vendor Support:

There is currently not an account manager or dedicated service team in place with **UKG**. Questions are answered via call to a central group or by ticket. Responses can take three to five days. The selected vendor will need to provide dedicated support with an account manager as the central point of contact for assistance.

Current Timesheet Process:

Timesheets are due Monday two weeks before the pay date, for example timesheets due Monday 7/15/2024 for pay period ending 7/12/2024 has a pay date of 7/26/2024. There are multiple audit reports run to determine issues that need to be reconciled including missing timesheets prior to submission to Payroll on Monday. Here are a list of the reports and the function they serve:

Vehicle Days Audit: To ensure employees are not entering more than 14 days, there was no cap that **UKG** could put in place.

Under 80 Hours Current Pay Period: Payroll's requirement is that no Permanent Full-Time employee have under 80 hours on the pay period. They must be made whole either by time off or No Pay hours.

Exempt Over 80- No exempt employee should have over 80 hours; these hours will actually pay out if sent to Payroll.

Termination Report: Captures all terminated employees within the pay period. This list is reconciled with the list of terminations entered by Employment Services to capture last date worked ensuring no time is entered beyond the termination date and time is entered up to the termination date.

Zero Hours Non-OPS or P/T: This report is run to locate any timesheets with Zero hours being reported, this is a red flag and, in the past, has found terminated employees in which departments have yet to report to HR.

Pay Class 903- Should NOT receive Premium Pay. Pay Class 903 employees are EMS employees covered under a Collective Bargaining Agreement. Use the Specific Pay Code Report to search for Pay Class 903 and the Counter Code: Premium. EMS employees often switch between 12-hour and 24-hour shifts, each has specific premiums associated with their pay structure based on the Collective Bargaining Agreement. When you have 12-hour employees transferring to 24-hour shifts, the inherent data of receiving premium pay during non-regular working hours remains and is not overwritten. HR must perform this audit to capture these employees before end of pay period and remove this premium from their profile as they are not eligible for it.

Holiday Pay - Must remove holiday pay for employees on an unpaid leave of absence that is for the day before or after the holiday, this coincides with County Policy.

Holiday Pay for OPS - Search for OPS employees in the Mass Edit Timesheet feature, delete Holiday pays. Since the auto-population feature could not be configured via the file feed from **One Solution**, every employee's default is to have Holidays auto-populate on the timesheet. OPS are not eligible, so this feature is removed via mass edit.

Remove all JL Keys for Non-Grant GL Keys - Run the specific pay code report, sort for JL Keys, troubleshoot those with a non-grant GL Key. Most likely just means you need to remove the JL Key on the main profile and delete the JL from the timesheet. Other time employees are entering the JL Key in which case you will need to notify the Liaison or Supervisor to have the employee stop.

Emails are sent out at 8am and at 10am on the Monday timesheets are due. At noon on Monday, any remaining timesheets are mass approved. The list of any outstanding issues is emailed to supervisors to review/correct for the next payroll period. Payroll is notified that timesheets are ready to be submitted, and Payroll pulls a CSV file into **One Solution**.

There is a one-week blackout period once timesheets are submitted where limited data can be entered into **One Solution**. Because accruals are resident in **One Solution**, the system of record, there is a period when accruals in **One Solution** do not match accruals in **UKG**. In addition, every two weeks **One Solution** overwrites the accruals in **UKG**.

BCC uses **UKG Advanced Scheduler** for emergency scheduling. Employees can select shifts to volunteer. This system allows mass messaging to employees. EMS currently has a separate system from UKG Scheduler, **Telestaff**. **UKG** feeds information to **Telestaff** for EMS scheduling.

1.05 RECRUITING

Desired State - The new technology platform should have the capability to:

- Retain standard requisitions for positions that have frequent openings.
- Support exception rules in **Applicant Tracking/Recruitment** such as:
 - Capability to hire without Director's approval for not more than the midpoint of the pay range and have the system apply those limits.
 - Support the assignment of Job codes (currently from Central Square Finance Enterprise) into the system so the job number is included in the posting when the job is posted to boards/websites. (currently manually input into NeoGov, also governmentjobs.com, Facebook, LinkedIn, Twitter and Instagram, with automated posting to these sites, as well as other social media sites). Automate postings to job boards such as INDEED.
- Ability to understand advertising effectiveness by site. (Analytics on postings and where the applicants are coming from to enhance hiring marketing ability, days to fill, etc.).
- Support notification of an opening from execution of a current separation (only one person may occupy a position at one time as the position must be vacated before it is filled).
- Provide Human Resource (HR) embedded workflow for approvals based on organization-defined processes including creation of requisition, Director requisition approval, auto posting of the position by HR after approval, allow for Recruiting to edit postings for clarity and pick the locations of the job board postings and County job sites, offer creation and approval, and new hire approval (HR and/or hiring manager approval).
- Support Manatee County's unique re-hire restrictions on employees from returning to work because of lack of giving proper notice or discipline issues:
 - o Didn't give two weeks' notice (1 year re-hire restriction)
 - o Dismissed because of discipline (3-year re-hire restriction)
- Provide an online employment application to be completed by applicant (most positions), including the ability to Pre-Populate the Application where possible. The County would like to use the Apply with LinkedIn Auto Fill features.

- Support functionality for a job to be posted for Internal Applicants only first before being able to publish to the public for a number of days as determined by the County.
- Provide the ability to accept resumes only for some select positions (high level positions).
- Provide the ability to create pass/fail questions in the application process and capture required certifications as part of the pass/fail knockout questions.
- Provide search capabilities for applicants based on a variety of criteria (e.g., location, skills, and prior employers).
- Provide applicants with automated responses, notifications, status, or emails throughout the application and hiring process.
- Track candidates considered and decision results for each step for jobs filled through a selection process, including those that are deemed "hirable" but not hired due to the lack of open positions (i.e. ability to keep warm until a job they are interested in or one where the County would like to consider them).
- Support amending an application, withdrawing an application and walk in applications (via a kiosk or laptop) without manual intervention.
- Support ability for HR to make administrative overrides when applications are rejected for a qualified candidate.
- Provide Hiring Manager with an HR vetted list of candidates to choose from for the Interview process in an automated way. This process must include the ability to add rankings, for example, FL is a Veterans Preference state and additional points are assigned to Veterans for qualification into the Candidate Ranking process.
- Support Video interviewing (currently using **Spark Hire**) one way and submitted for Manager viewing as needed, with capability to retain video for 4 years per State requirement).
- Provide the Hiring Manager with an Interview scoring template and the ability to enter Interview Summary notes and maintain in the system (which must be maintained for 4 (four) years and are subject to Freedom of Information Requests).
- Track demographic and job information for EEOC reporting and other groups.
- Generate offer letters containing all compensation options including being able to add relocation offers and off standard schedule Vacation Hours, for example, to applicants/candidates.
- Provide for the kickoff of a workflow for the background check process either through interfacing with **ClearStar or another vendor** to perform the list below or contained within the chosen platform. This is a feature the County would want to continue to use for the following attributes (any system lacking these attributes would have to integrate with **ClearStar**):

- o Criminal All applicants
- o NCIC/Fingerprints Some applicants
- o Degrees verified as required.
- Years of experience confirmed back a variable number of years as the JD requires.
- o Social Security number verified All applicants.
- Driver License check as required.
- Track the complete offer package (Name, SS#, DOB, Interview Notes, Background Check, and Hire Date) Drug free workplace tracking. Only specific jobs at hire (CDL and safety sensitive). During recruiting, tag jobs/new hire as required for drug testing. Then track last time drug test administered and pass/fail. Today, follow up reporting is very manual.
- Support ability to upload documentation to a document management platform, currently **OnBase.** Future HCM system must meet document retention requirements and/or integrate with **OnBase**.
- Support assignment and tracking of required Job Assessments, if needed.
- Provide e-signature for offers for positions that require them.
- Support only one requisition for a job at one time (i.e. internal and external applicants apply the same way)
- Move the successful candidate's information over to Onboarding in an automated fashion to limit rekeying and reduce manual data entry errors.

1.06 PAYROLL

The functionality of Central Square's Finance Enterprise ERP payroll capabilities is used as the payroll system by the County Clerk's office to process the bi-weekly payroll for the BCC and other constitutional agencies. The Finance Enterprise system includes base HR-related screens and processes that integrate with the payroll module. It is expected that the selected Contractor's payroll functionality shall integrate with Central Square's Finance Enterprise for payroll processing. Alternative payroll processing solutions are also encouraged to be presented for consideration. At the discretion of the Clerk of the Circuit Court, if the integrated payroll module is selected; it will replace the functionality of the current payroll processing platform. Much of the HCM tasks are documented in Central Square Financial Enterprise's version of HCM, and it is expected that those activities will end with a comprehensive HCM system.

Desired State - The new technology platform should have the capability to:

General Requirements:

- Ability to accommodate employee and manager self-service.
- Ability to generate a check to all deduction organizations (e.g., Federal government).

- Ability to process more than one type of payroll (e.g., pension, weekly or bi-weekly timecards, bi-weekly salaried, multi-divisional payroll, multi-agency payroll).
- Provide a "checklist" of processes to complete a payroll and indicate what processes have been completed and which are outstanding.
- Ability to generate special pays, such as merit, longevity, and performance, which are void of any deductions other than taxes and possibly pension.
- Ability to track code time increments more than two decimals. Currently 5 decimal places.
- Ability to update the GL accounts at the time of each payroll run or special pay.
- Ability to designate report status of payroll checks voided, canceled, or outstanding as an aid to bank statement reconciliation.
- Ability to perform both payroll and personnel functions from a single database with automatic update of information in both systems from a single transaction.
- Provide for standard governmental reporting features, such as 941, 945, 1099, EOO reports, and W-2s.
- Ability to maintain the salary and wage structure by position including grade and step range.
- Ability to maintain a flexible vacation time accrual that: allows different groups to accrue and use vacation at different rates, and that does not allow employees to use vacation accrued during the current period.
- Ability to print pertinent information about an employee's current pay on the payroll check and check stub, including all pay types and deductions.
- Ability to separate FICA as opposed to Medicare.
- Provide current and year-to-date information on payroll check stubs, including sick leave (accrued, used, balance), vacation (accrued, used, balance), comp time (accrued, used, balance), pension earnings, personal holidays (accrued, used, balance), and special messages.
- Provide an audit trail for all transactions, a gross to net application, year end accruals for benefits, and retirement reporting.

Payroll Processing:

- Provide planning capability within the payroll system, allowing the creation of pending tables that will hold the configuration for changes to occur later. Tables can be updated prior to the effective date and enable the use of two table rates when the change occurs within a single pay period.
- Ability to automatically process payroll at user-defined frequency by employee (weekly, bi-weekly, monthly).
- Ability to automatically start and stop deductions, within established limits, based upon a specified date, alerting employees when limits have been reached.
- Ability to carry deduction limits into next year.
- Ability to track benefit costs by employee that need to be reimbursed and establish additional deductions to be withheld from payroll over a user defined number of pay periods for a limited time and/or amount.
- Provide payroll check reconciliation capabilities.
- Ability to automatically calculate retroactive pay for a configurable number of pay periods.

- Provide for all final payroll adjustments to automatically feed to the GL.
- Provide simple restart procedure for the reprinting of a single check or group of checks.
- Provide ongoing attendance analysis per employee to include the following for each pay period and year-to-date: Paid absences hours; Unpaid absences hours.
- Ability to track and report employee personnel data, including emergency contacts, military status, employee address, employee telephone numbers, birthdate, sex, and marital status.
- Ability to accommodate multiple pay schedules/tables.
- With appropriate security, be able to set up new payroll codes and deductions, as needed.
- Ability to compute complex overtime calculations that may differ by department (e.g., FLSA, EMS) and project assignment.
- Ability to accommodate payroll for the following types of employees: Full-time; Regular; Temporary; Part-time; OPS; Exempt; Non-exempt; Any combination of the above designations and various user-defined designations.
- Ability to accommodate automatic movement between steps/increments and/or merit steps.
- Ability to define and enforce user-defined rules for holiday, vacation, personal, and sick time usage.
- Ability to impose a fee for garnishments.
- Ability to adjust pay calculations based on mid-pay period hire or termination date.
- Ability to adjust benefits deductions based on mid-pay period hire or termination date.
- Ability to automatically clear out remaining balances from last accrual at termination, and provide functionality for exceptions, as needed.
- Ability to accommodate all deductions (e.g., Medical (multiple); Life insurance (multiple); Garnishments (multiple); Retirement plans (multiple); Benefits deductions (employee portion, multiple); Voluntary Benefits.
- Ability to accumulate earnings and deductions on a fiscal period, weekly, bi-weekly, monthly, quarterly, annual, period, or multi-fiscal year basis.
- Ability to set maximum deductions per year or pay period based upon dollar amount or percentage of salary (i.e., minimum net pay requirements).
- Ability to "shut off" benefits accumulation for an employee or group of employees but maintain a record of the accumulations.
- Ability to setup a garnishment table (i.e., like the IRS tax table setup).
- Ability to calculate garnishment payment based on disposable earnings each pay period.
- Ability to print third-party checks for garnishments and miscellaneous deductions.
- Ability to maintain garnishment information including date of order, case/court number, collection agency, name, total collection amount; ability to attach related documentation.
- Ability to print special deduction checks (e.g., cashing out vacation time).
- Ability to cap compensation time at a user-defined level, which can be different by department.
- If Leave without Pay flag has been turned on by an authorized user, ability to prevent system from issuing compensation until the flag is removed.
- Ability to send alert or notification to employee and supervisor when vacation or compensatory time accrual maximum is approaching.
- Ability to send alert or notification to employee and supervisor when leave balances fall below certain levels.

- Ability to track pay types and generate reports on any of the pay types.
- Ability for all fields in the database to be printed on the pay stub as desired (detailed pay, deductions, leave balance accumulators) with the associated "through" date.
- Ability to print multiple messages on the pay stubs based upon: Site-wide; Department; Job classification; Benefit status; Health plan; By any deduction category.
- Ability to accommodate entry of manual checks including automatic update of all employee and employer accumulators.
- Provide ACH through electronic means with ability to output payroll file in ACH format and follow all ACH requirements for processing interfaces (e.g. for garnishments, ICMA, federal taxes, any payments to external agencies).
- Ability to accommodate automatic direct deposit of paychecks through electronic funds transfer to: Multiple accounts within a bank; Multiple banks; No limit to number of automatic direct deposit accounts; Deposits remaining net amount of check (avoids generation of another check for a couple of pennies).
- Ability to provide totals for reconciliation of: Benefit information for cost to organization; Changes to employer deductions and taxes; Government reporting for each employee; Annual wages in taxes from payroll to 941s, 945s, 1099Rs, and W-2s.
- Ability to provide historical records for every financial transaction as a complete audit trail.
- Ability to generate and index audit trails based on user-defined criteria.
- Ability to notify specified users when comp time accruals exceed limits or require approval to exceed limits.
- Ability to print manual checks on laser printers with digital signatures.
- Ability to calculate pay during a mid-period change.
- Ability to process future pay data while current pay period is still open (i.e., need last check).
- Ability to select type of taxation on manual checks (weekly, bi-weekly).
- Ability to generate off-cycle payroll runs.
- Ability to handle off-cycle direct deposit (longevity pay, merit pay).
- Ability to run payroll calculations multiple times for checks and balances before printing checks.
- Ability for users to utilize the system while payroll is running.
- Ability to reflect SSN changes in both current and historical records for year-end reporting purposes.
- Abilit to replace a check all in one step (void original, assign new number, etc.) even in a prior year.
- Ability to allow payroll adjustments to final paychecks for refund of vacation, sick, etc.
- Ability for comp time entry to vary by department and/or classification (i.e., exempt/non-exempt).
- Ability to assign project numbers independently to hours and benefits by classification.
- Ability to automatically attach allowable payroll accounts to a project when a project number is used.
- Ability to charge time to a department other than an employee's "home" department (e.g., by percentage).
- Ability to split employees across funds, departments, etc. by a percentage of hours or actual hours.

- Ability to verify hours worked based on work schedule and pay codes and present exceptions to a specified user.
- Ability to deliver client specified timesheets to various groups and/or types of employees, based on workflow.
- Ability to display current leave accrual rates, codes, and maximum balances for each employee while time is being entered or reviewed.
- Ability to handle mid-period work schedule/shift changes.
- Ability to view employee's schedule with shift and off day information at any time.
- Ability to prevent the use of accruals over earned amount, with the ability to override with the appropriate security.
- Ability to receive notification when an employee has not been paid for pay period and is not on established leave.
- Ability to provide edit reports after time input that will capture user defined deviations such as excessive overtime or zero hours for active employees.
- Ability to accommodate multi-level approvals and movement of electronic timesheets between remote locations.
- Ability to automatically post pre-approved leave during effective pay period.
- Ability to prorate accruals based on time worked.
- Ability to do fiscal year-end accruals of salaries and benefits; ability to update, as needed.
- Ability to generate fiscal year-end compensated absences report and journal entry per the County's policies.
- Provide Payroll system interface with automated self-service timekeeping system, including time tracking by employee, location, employee type.
- Ability to run payroll for a limited number of employees versus a full cycle.

State & Federal Reports:

- Ability to produce all W-2 information for employees and reporting agencies (i.e., IRS and State, etc.) on laser and standard printer.
- Ability to sort W-2 information in a user-defined format.
- Ability to automatically produce direct deposit files for banks.
- Ability to transmit W-2 and payroll taxes electronically.
- Ability to generate standard reports that reconcile earnings to 941s.
- Ability to gather all data necessary to prepare the federal EEO-4 report and Workers Comp reports for workers comp audit.
- Ability to generate federal and state reporting requirements (e.g., Quarterly reports, W-9, Tax IDs, IRS Form 941, IRS Form 940, IRS Form 945, IRS Form 1099R, W-2, IRS Form 1099, 1095, backup withholding, Notice B, Functional Labor & Statistics, Retirement Contributions (Full Time and Part Time)).

Payroll Reports & Queries:

- Ability to produce Employee Detail Report for a user-defined period.
- Ability to produce Detail Check History Report for a user-defined period that can be filtered by Project and ability to suppress sensitive information.

- Ability to produce Payroll Register both Summary and Detail for a user-defined period.
- Ability to produce a detail G/L Distribution Report for a user-defined period.
- Ability to produce a Gross Pay/Gross Hours Report for a user defined period (e.g., 13 Week Window of Previous Pay for Worker's Comp).

1.07 ONBOARDING

Desired State - The new technology platform should have the capability to:

- Once data has been entered for an employee's personal information in Applicant Tracking/Recruiting, pre-populate the data into Onboarding (which should feed HR) to eliminate double entry (e.g. title, pay rate, name). Transfer into Onboarding a unique employee number to identify and track employees/payees ID Number) generated within the system (currently generated in **One Solution**).
- Capture full information during Onboarding noted above to enhance the quality of compliance reporting for current and historical periods.
- Provide workflow functionality to trigger the population of the start date, supervisor notification, email address, security badge, generate welcome letter from the County Administrator, IT notification for setup (feeding into Cherwell Ticket System, Single Signon, or other systems), all post creation of the Employee ID Number.
- Support capability to interface with other systems.
- Permit staggered rollout of information gathering.
- Provide auto-reminders based on pre-set time limits to complete tasks. Provide dashboard of status.
- Automate new hire notifications and workflows for completing onboarding tasks for compliance support (i.e. I-9 – required within 3 days of hire, W-4, EEOC reporting).
- Support the Onboarding meeting schedule and activities (notifications, calendar entries, reminders, materials, etc.) at the:
 - o 1st Day
 - o End of the 1st month at 6 months
 - Survey
- Permit employees to go through the onboarding process via a mobile device.
- Support embedded audio or video welcome messages, first day schedule, etc., for use during onboarding as well as other communication methods such as email and/or dashboard notifications.
- Capability to customize displayed items by department, including pre-boarding videos, welcome letters, etc.

- Maintain all required data related to ethnicity, visa, marital, individual identification numbers, and emergency contact information.
- Integrate with E-Verify.
- Capability to upload employee pictures to automate the employee ID process.
- Support tracking of successful completion of contingencies found in the offer letters issued during recruitment for such things as: Background Check (Criminal, Employment Verification, Academic Records, Driving Records, Physicals, Fingerprinting, etc.) before Onboarding can be considered complete.
- Support or integrate with a document cloud to help facilitate a paperless employee file. This functionality must be supported by Role Based Security to prevent unauthorized sharing of information.
- Provide online acknowledgement of Employee Handbooks and key policies with electronic signature.
- Support Role Based Security based on job position for Directors, Managers, and Supervisors or by Department.
- Support the ability to build in custom forms that adhere to Role Based Security. Provide electronic signature and workflow of documents.
- Support a Benefits introduction during Onboarding prior to actual enrollment.
- Allow for re-hires to use the prior Employee ID. Note: there are a lot of seasonal employees who are rehires.
- Integrate with a driver's license monitoring system.

Expected off-boarding capabilities:

- Establish different termination workflows based on the employee and the specific termination criteria.
- Track termination reasons (voluntary or involuntary) and all associated dates.
- Create workflows that notify appropriate organizational departments of a termination.
- Automatically initiate exit interview survey, maintain exit interview information and capability to analyze exit interview results.

Important Section Notes:

- FL Law allows for payment of wages one calendar month or 30 days after the end of the regular pay period, whichever is longer (noted as often the first pay for a new hire takes one month). The pay schedule for the first payroll legally falls within FL Law.
- Payroll for the County is currently processed by the Clerk of the Court using the Central Square Financial Enterprise system.
- **Benefit express**, Wellness, Time and Attendance are currently separate IDs. The Employee Communication (**Employee Intranet SharePoint**) uses Single Sign on, and multiple tenant Single Sign on.

• The County desires customer service support that is dedicated with an Account Manager, that is swift and responsive.

1.08 HUMAN CAPITAL MANAGEMENT (HCM)

Desired State - The new technology platform should have the capability to:

- Be primarily electronic (paperless).
- Maintain data for all job-related details (i.e., grade, exemption status, EEO code, salary, job family, veterans' status).
- House personal and demographic information including multiple address types; multiple
 emergency contacts, multiple phone numbers, and email addresses; EEO-4 related
 information; multiple hire and separation date tracking; former name; public record
 exemption; preferred first name. Track smaller subset of personal and demographic
 information based on groups.
- Maintain historical data for current and former employees/payees (i.e., names, employment status, job codes, job assignments, performance ratings, and pay).
- Track work visa and affirmative action compliance activities (New Hire reporting, I-9, EEOC, etc.) and reporting requirements. ADA compliance is tracked by Hartford.
- Accommodate employee ID structure and policy of administering across all entities. All employees, retirees, non-employees have a single, unique employee ID that does not change, nor re-used when they transfer, terminate, or rehire.
- Track multiple parts of hourly rate including base hourly, multiple hourly additives, total hourly additive, and total hourly rate.
- Enable effective and future dating of pending job-related transactions (i.e., promotions). NOTE: this is a top requirement.
- House position descriptions, physical demands, position requirements beyond the class specification including licenses, certifications, compliance, FTA requirements and testing, working title, supervision, organizational, position budgeting. Changes in budgeting or title must not over-write historical information of previous incumbents' job history.
- Maintain audit trails of employee records for all user security roles and types.
- Generate mass changes and notifications including Personnel Actions, organizational changes, policy changes, expiration of compliance items. Mass changes may be for the same reason but may not affect every employee in the same way. Examples:
 1) Processing all annual reviews due on the same date with increase based on individual performance
 - 2) All employees in a certain group or bargaining unit receiving an annual allowance.
 - 3) All employees of a certain classification moving from one pay grade to another.
- Provide position vacancy reporting.
- Allow authorized users to view employee employment history and disciplinary records. Training records are in NeoGov Learn.

- Create workflows based on job and salary changes that notify appropriate management based on user-defined approvals.
- Provide employee and manager self-service functionality, including updating employee indicative data (i.e., address, emergency contact and marital status). Discuss ability to pend these transactions pending HR review and release to process.
- Provide a Manager Portal that supports:
 - The capability for a manager to use a single log in to access both their managerial functions and their employee functions.
 - o Provide a case management process with the ability to track and report on the status of employee investigations, with access limited to authorized employees.
 - Provide the functionality to manage a Drug Free Workplace program to include a
 workflow for notification to selected employees, reminders based on pre-built
 timelines, and document storage of testing results.
 - o Assignment of specific employees and employee groups to individual managers.
- Provide an organizational chart that allows both employees and managers to understand
 the reporting structure and which positions and jobs report to other departments and/or
 managing directors, etc. (i.e. direct, indirect and matrix reporting relationships). Desire the
 organizational chart to be part of the workflow with other changes in the system to avoid
 manual creation of the org chart.
- Currently, **UKG Advanced Scheduler** is the EE Workforce Emergency Activation Scheduling and Planning tool. The selected vendor will need to replace this functionality that allows mass communication with employees and allows employees to sign up for different shifts/jobs during emergency situations. Currently, for EMS employees there is an existing system **Telestaff**. This functionality will also need to be reviewed.
- Provide ALL Employee communication capability that is always current (with new hires and separations)
- House multiple types of compensation structures including salary bands, pay steps, and salary ranges.
- Capability for HR Administrators to 'impersonate user' to assist employees in their department with Self Service issues (view only rights for pay stubs, tax withholding info, personal contact info, etc.).
- Manager to view and drill down into analytics and insights for their organizational unit and employees via a portal.
- Branded portal with unlimited, customizable content for all portal areas including benefits.
- Administrator to control portal items available to employee with flexible criteria such as group, job classification, position description, etc.
- Ability to export various data in needed formats, including, but not limited to .xls, .txt, and .csv.

1.09 TIME AND ATTENDANCE

<u>Desired State - Time OVERALL:</u>

The current system for Time and Attendance is within UKG Ready.

The new technology platform should have the capability to:

- If selected vendor's payroll module is not selected, it will be required that the new vendor's system integrates with Central Square Finance Enterprise, preferably through an API connection, if not a seamless file feed.
- Support the primary objectives that BCC / Manatee County is seeking to accomplish with a time and attendance and leave (all leave except for FMLA) solution including:
 - o Clock-in / clock-out time tracking with various interfaces (mobile, web, clock)
 - o PTO/Vacation time-off processing requests with approval workflows and ability to have delegated manager roles when needed.
 - Leave submissions, approvals and tracking allowing for compliance with required laws (Military leave, PMAL (Paid Medical Leave, Sick Leave, Veteran's Leave, etc.). FMLA leave is managed by Hartford. The selected system will need to provide bi-directional interfaces with Hartford.
 - Support unique rules by department, including union rules (e.g., EMS) and over 100 different schedules. Different agencies have different rules for time off payment and tracking as well. (18) Pay Classes, several with different applications to Holiday premiums, with different rules of when premiums apply and when they do not
 - 2 separate EIN's, BCC and MPO. Two outside agencies with their own specific pay rules as it pertains to overtime and Holiday pay, Supervisor of Elections and Port Authority.
- Configurable notifications to all staff and employees regarding timesheets due for submission, approval, time off requests awaiting approval, timesheet change requests, etc.
- A scheduling system that will support periods of Emergency operations, volunteer work at shelters, drone pilots, observers, clean-up crew, etc.

Desired State – TIME:

- Allow employees to enter timesheet data and submit for approval via computer/web and mobile. (Configurable as needed by employee type and schedule). (Currently bi-weekly).
- Opportunity in future to leverage facility badge system.
- Provide a mobile application for time recording, time approval, call-in, etc. that supports multiple time clock options for the County to choose from.
 - Mobile time entry will require geo-fencing and geo-positioning parameters to allow employees to record time only in approved locations and for audit purposes.
- Support the capability for employees to swap schedules with manager approval (currently over 100-time shift schedules that need to be supported).
- Support job costing for where hours are to be allocated.
- An overtime approval process.
- Automatic notifications to an employee of a missed punch (system generated).
- Support managers to edit or approve time for other managers while out on leave (delegation rules).

- Allow managers or supervisors to view and edit timesheet details for current/previous periods as well as complete attendance history for all authorized employee groups, especially for those employees transferring to new managers.
- Support all non-time clock employees with access to a pre-populated timecard with their scheduled hours (Currently done in **UKG Time & Attendance**).
- Support the ability to monitor part-time employees to ensure they are not working more than 29 hours per week and therefore become designated as full-time employees for benefit purposes.
- Support overtime rules and compliance with the FLSA law if worked yet un-approved (not all departments have the same needed permissions).
- Support Premium/Shift Differential Pay and how it calculates into OT rate.
- Support the County's comp-time in lieu of time off policy. (Currently 1.5 times capped at 120 hours).
- Support Stand-by or On-Call hours where an employee who is on-call for a specified number of hours (currently 8) or more consecutive hours is awarded an amount of straight time pay for having been on-call. In addition, the paid hours must be included in remuneration for the Overtime calculation.
- Support retro adjustments or other systemic updates for configurable rules to be processed through the system with an audit trail of changes made at a point in time.

<u>Desired State – PTO and other forms of time off:</u>

- Support effective dating for time off requests and process pay according to accrued balances at the time of payment if the request had been manager approved.
- Support multi-dimensional time calculations/qualifiers that are effective dated via workflows and not hard coded programming requiring the vendor's intervention.
- Enable managers to view accruals and balances for all employee groups based on the time off policies.
- Enable employees to view accrual balances to include the history of what was taken and when. Also, the system should provide accrual projections.
- Support employees' PTO and Leave of Absence requests and associated manager workflows. Currently defined as below but the list is not exhaustive and is subject to change:
 - Vacation accrues based upon role and years of service.
 - o Personal sick time accrues each pay period.
 - Personal Holiday 3 days per calendar year with the ability to require usage in various hour increments based on different agency requirements.
 - o Family sick time up to 80 hours available per calendar year to care for sick family members and does not impact personal sick time accrual balances.

- County Comp Time in Lieu of Overtime Pay elected by the employee following OT/County Comp Time in Lieu of Overtime Pay approval from his/her manager.
- County Comp Time in Lieu of Overtime Pay is credited to this accrual at the rate of 1.5 x
 the number of overtime hours worked and approved for County Comp Time in Lieu of
 Overtime Pay for that period.
 - o PRIDE hours (Proudly Recognizing Innovative and Dedicated Employees).
- Manager awarded time that is added to an accrual for the employee to use as desired.
 - Veteran leave (time off tracking) allotted at 6 days per calendar year for military veterans to care r an identified disability. (this is changing from days to hours)
 - o Military call (time off tracking) short term for training, up to 30 days, like FMLA
 - o Military Leave (time off tracking) must give 17 days of regular pay per year, up to 5 years, need to keep position open.
 - Vacation awards are granted as a typical workday (8, 12 or 24 hours), depending on annual scheduled hours of time if the employee has not taken sick time over 13 consecutive pay periods (per personnel policy).
- Support Special time off categories, currently defined as:
 - O Another category of time is personal medical leave (PMAL). This is time not accrued but may be taken to use for medical appointments and dental appointments such as preventative care and is deducted from Sick Accruals or Vacation Accruals or Comp Accruals. This would be accounted for in the earnings codes for the payroll system but need to be reflected in the time and attendance system. When using this code and sick hours, eligibility for the Vacation Award is not affected.
 - Weather emergency pay is processed at 1.5 x base rate for non-exempt employees and 1.0 x hourly equivalent for exempt employees. For EMS 24/48 is at 2.0x base.
- All accruals apart from personal holiday may be taken in 15-minute increments.
- Support managers to view staff availability and be able to approve or deny PTO and leave requests through Manager Self Service or mobile.
- Support employees to be able to view their work schedule from a mobile device with possible reminders to ensure they do not miss their scheduled work hours.
- Prevent any employee from going negative for accrued time. The system needs to identify
 when sufficient PTO time is accrued and eligible to be taken (e.g. if accruals are earned
 during the current period, the system should not allow the accrual amount to be used in the
 period it is earned).
- Support rules that differentiate between Premium Pay/Shift Differential so that overtime is correctly calculated.
- Support all timesheet audit requests with an automated record of events and the user who executed the action via the reporting system or standard audit outputs.

- Provide a scheduling tool / calendar view for the employees that are approved for leave during a designated time period. Integration with Outlook (feed to standard email and mobile calendar applications)
 - Allow for manager view of the calendar to identify who is approved for PTO for designated dates and times.
 - O Support resource planning to identify resources capable to fill a shift in a mostly automated fashion.
- Provide configurable automation of accrual limits, roll-overs, and conversion of time.
- Provide push capabilities for employee communications (e.g. open enrollment reminders, emergency communications, shift sourcing).
- An Emergency Management communication method must be included within module. Employees must be able to schedule shifts during an emergency. BCC needs to send out communications through this module. Currently UKG Advanced Scheduler is being used for this process.
- Support scheduling for EMS/911 and other parts of the county as deemed necessary.
- Ability to support conversion of unused Sick leave into a configurable, factored pay.
- Ability to track Sick leave donated by individuals to the Leave Bank for use by employees who have extinguished their accrued leave. Track by donor and recipient.
- Provide for a configurable number of user-specified leave eligibility and accrual rules (e.g., based on employment status, work schedule, position, years of service), with the ability to automatically accrue and/or prorate leave accruals based on those rules (e.g., a 30 hours per week employee accrues leave at 75% of a full-time employee).
- Provide attendance and absence analysis, including sick leave, either in summary or detail, by user-specified selection criteria, including leave type, date or date range, day of week; position or class, bargaining unit and/or department.
- Ability to adjust service date, vacation/sick leave accrual, pension eligibility, and seniority based upon types of Leave of Absence without pay.
- Ability to halt leave accruals, either automatically or manually, for certain unpaid leave types.
- Ability to track different leave types which accumulate concurrently as defined by user for each employee (e.g., Job Injury leave, Leave of Absence).
- Provide workflow approval processes for leave requests initiated by the employee or manager.
- Support determining eligibility for the leave based upon qualification criteria.
- Track short-term disability leaves.
- Track the approved date when the employee's leave of absence is expected to start.
- Track the approved date when the employee is expected to return from the leave.
- Support the calculation of eligible hours for the classification of employee (i.e. 8, 10, 12-hour employee categories).

- o (e.g., an 8-hour employee would max out at 480 hours, a 12-hour employee would max out at 528 hours, and a 24/48-hour employee would max out at 672 hours during a 12-week review period).
- Display warning message during pay processing if time entered exceeds the leave balance.

Union has different rules for accruals based on years of service.

- 12-hour employees handled differently than 8-hour, as well as 24-hour EMS employees Rollover Policy that must be supported and allow for changes by rule not hard coding:
 - Allow 400 hours max of accrual.
 - If over 400, extra hours are rolled over to sick time at end of year.

Year End Processing

- Ability to carry forward based on system administrator defined criteria.
- Ability to transfer balances.
- Ability to transfer over limits.
- Ability to donate to pool.
- Ability to zero balance.

1.010 LEARNING MANAGEMENT

The Learning Management platform is NEOGOV Learn. The HRIS will need to provide an automatic interface with NEOGOV Learn to send employee information for new hires, promotions, position changes, change in supervisors, etc. so that the appropriate training can be assigned and monitored.

1.011 PERFORMANCE MANAGEMENT

The performance review process is still paper based. The Compensation team issues, communicates, and distributes the mid-year and annual forms and collects, files, and tallies the ratings for PFP for BCC only, not for any of the constitutional agencies.

Desired State - The new technology platform should have the capability to:

- Support enablement of 360-degree, multi-rater, 30-day, and continuous performance management functionality between managers and employees.
 - The goal at BCC is to get all employees onto an annual review frequency and require performance reviews (2) times per year.
- Support a formal documentation process for performance management including assigned weights, scoring and goal setting for employees.
 - o Support managers to receive guidance on the criteria to rate employees.
- Maintain historical performance review data.

- Provides for flexible setup of multiple types of performance appraisals by employee type or job classification and review periods; allow for rated and un-rated options.
- Tie employee performance to overarching cascading goals.
- Allow managers to view a snapshot of an employee, including salary, job, tenure, and previous performance metrics to determine a reasonable salary increase.
- Record and distribute measurable goals and performance objectives to employees.
- Provide managers and employees with automated workflows and reminders for Performance Management related tasks via mobile or desktop.
- Provide automated workflow for multiple approval levels through a Chain of Command.
- System should include embedded competencies that can be easily applied to Performance Review during set up.
- Provide dashboards to track status e.g. in progress, completed, etc.
- Identify high performers and support employee career development through the creation of performance and/or development plans.
- Support supervisor delegation for performance management purposes, (i.e., temporary performance appraisal approval override capabilities for supervisors that are on a leave of absence).
- Support the ability to document written and verbal warnings on an ongoing basis.
 - o Having the ability via the system to create individual development plans to correct performance issues, or for general employee development.
- Integrate with compensation and payroll modules as well as performance merit-based increases.
- Support: Integration options with compensation and payroll functional modules to allow for wage increases based on longevity, service awards as well as performance merit-based increases

1.012 COMPENSATION MANAGEMENT

Desired State - The new technology platform should have the capability to:

- Provide a centralized dashboard to visualize compensation data creating executive roll-up views for informed decision-making.
- Maintain and track compensation plans based on job, location or department that provides employees and managers clear visibility to compensation plans and market data.
- Allow leadership to strategize, plan, allocate and review compensation for their organization, division and department.
- Provide functionality for diverse bonus structures.
- Provide effective dating (pro-ration) for pay.
- Help management create comprehensive salary budgets based on projected compensation changes within the guidance provided by finance.
- Configure salary increase guidelines based on performance rating, or comp-ratios.

- Allow the import of compensation data from 3rd parties (like **PayScale** today).
- Allow exporting of compensation data (i.e. internal, 3rd party) for reporting purposes.
- Integrate with performance and payroll modules to allow for wage increases based on longevity, service awards as well as performance merit-based increases.
- Flag gender or other pay equity imbalances for possible action.
- Flag potential pay compression issues for possible action.
- Provide total compensation statement tool that captures and displays the value of benefits
 and compensation for exempt and non-exempt employees down to an hourly rate for nonexempt employees.
- Robust reporting capabilities and dashboard views in real time.
- Ability to analyze data looking at internal salary ranges, peers, historical employee data, etc.
- Includes compensation calculators for quick analysis.
- Communications and print options to push out salary notices to employees (self-service).

1.013 BENEFITS ADMINISTRATION

Desired State - The new technology platform should have the capability to:

Benefits Planning

- Ability to define multiple versions of benefit plans (e.g., "cafeteria" plan, Flexible Spending Plan, deferred compensation).
- Ability to place system locks on record changes and to secure fields.
- Ability to update premiums/costs collectively by a single change to a table, with effective dates and an audit trail.
- Ability to process multiple plan years for open enrollment periods (next year and current year simultaneously with effective dates.
- There are no family plans with this employer group. All members are unique subscribers. Files need to be sent to carriers (currently utilizing the Social Security Number of the Employee to align with the Membership level: Employee Only, Employee + Spouse, Employee + Child(ren) and Employee/Family. Each family member can choose a different plan option or can be placed in a different plan option based on Blueprint labs testing results.
- The current benefit administrative system utilized by the current medical carrier is used to identify the following categories for the weekly feed to the carrier:
 - o Employee, Spouse, Child, Retiree, COBRA
 - o Agency
 - o Plan Level
- The QE process is an annual process for current employees, but also does exist on a recurring monthly basis for new hires. New hires are automatically placed in a specific plan level, and they have a period of 3 months to engage in the QE process to upgrade their plan

- level. In other words, most new hires will have a plan level changed during the first 3 months of coverage.
- The QE process is an annual process for current employees, but also does exist on a recurring monthly basis for new hires. New hires are automatically placed in a specific plan level, and they have a period of 3 months to engage in the QE process to upgrade their plan level. In other words, most new hires will have a plan level changed during the first 3 months of coverage.
- System will provide confirmation statement forms/statements for the enrollment period by email, printing, or employee's portal. Statements will clearly indicate which benefits are approved or pending administrator or vendor approval.
- Confirm your system can house and display current, prior history and future elections for benefit coverage, including plan levels, eligible and effective dates and viewable to employee and Benefits Administrator as well as available for printing information in a format that will allow a Life or LTD carrier to process a claim (e.g. Document that includes the employee's signature on enrollment changes).
- Confirm the system automatically saves incomplete benefit elections for the employee to return into the system to complete later.
- Confirm the system provides a way to link married employees.

Flexible Benefits Tracking

- Ability to track flexibility spending account participation, dependent care, and medical care, election amount, minimum and maximum levels built in and adjusted annually.
- Ability to interface with vendor to provide account information and election amounts.

Plan Definition and Administration

- Ability to capture plan data including Plan type; Contribution rate; Eligibility data. Plan name/number; Deduction code and maximum contribution; Level of coverage; History of changes (dates); Termination date of coverage; Plan options.
- Ability for plan and election data to be established in the Benefits module and automatically feed to Payroll and captured in the Total Compensation Statement Tool.
- Ability to capture deduction data for employee selected benefits including Positive and Negative override capability; Start/End date; Varying frequencies; Deduction amount (or percent of gross); Annual limit dollars; Annual limit percent of gross; Actual deduction last pay period; YTD deductions; Current direct pay; Balance owed/outstanding.
- Ability to capture different beneficiary data for each employee selected benefit including: Name; Relationship; Date assigned; Allocation amount/percentage.
- Manage content of benefit plan information and options, vendor links and documents for employee access via employee self-service portal with a directed path through benefit options for new members, open enrollment status changes and terminations.
- Provide administrative tools for Affordable Health Care Act (ACA) reporting.
- Handles ACA tracking and reporting in accordance with IRS rules and regulations.

- Provide a paperless experience for both benefits administrators and employees including capturing electronic signatures and member acceptance and any required documentation prior to the enrollment forms or status changes being processed as approved.
- Ability for employee to self-initiate secure status changes, open enrollment, dependent verification, beneficiary changes and personal information via the portal. Changes are pended for Benefit Administrator approval and release for processing.
- Be highly flexible and configurable to meet current and future needs. System must have regular feature upgrades and enhancements to keep pace with legal and best practice changes.
- Provide administrative override functionality.
- Maintain current, prior history and pending benefit elections on all data elements with user/administration change log including date/time and user stamps and viewable to Benefits Administrator.
- Design transfers such that all information is sufficiently secure as to be HIPAA, HITECH, IRS Section 125 and ACA compliant.
- Mass notify or send out communication to benefits groups using flexible criteria.
- Confirm your system has the functionality to alert the Benefit Administrator of all transactions that require approval (e.g. Enrollments, Employee address changes, family status changes, etc.).

Enrollment

- Provide automated enrollment process to accommodate open enrollment using kiosks, desktop, or mobile app.
- Auto-calculate employee premiums per pay based on each benefit selection and County contributions - visible to employee when enrolling. Ability to provide summary of elections/costs.
- Ability to allow for periodic increase/decrease in benefit premiums without the need for re-enrollment by employees.
- Ability to allow for changes to an employee's election other than at open enrollment (e.g. changes in family status).
- Ability to recognize employee's profile data and enforce enrollment rules accordingly.
- Ability to configure user defined acknowledgements in online enrollment.
- Ability to continue prior year coverage for those employees not re-enrolling in plans during open enrollment period, except for flexible benefits plan.
- Allow an employee to follow up on pending EOI and application required benefits by viewing status and adding required documents via system. Benefits Administrator must be able to manage EOI/Application work queue by tracking status and notes related to vendor denial or approval.
- Have a benefit wizard or guided path through enrollment options available for the employee/retiree.
- Create post-dated and pending future-dated transactions, including open enrollment selections.

• Maintain current and prior history and pending benefit elections on all data elements with user/administration change log including date/time and user stamps and viewable to Benefit Administrators.

<u>Dependents</u>

- Ability to capture dependent data for employee selected benefits including Number of dependents; Name; Address; Multiple last names (e.g. stepchildren, foster children); Gender; Date of Birth; Social Security Number; Relationship to employee; Start/end dates of coverage; Coverage waiver indicator; Association of enrolled benefit to dependent.
- Ability to input and store Dependent/ Beneficiary data for a number of benefit plans by effective date.
- Provide system validation for correct relationships of dependents based on the type of plan in which the employee/retiree is enrolled.
- Ability to calculate ages of each retiree and spouse to determine when retiree and/or spouse become eligible for Medicare. Track when dependents turn age 26 so coverage is termed, deductions updated, etc.
- Provide benefits summary for each individual.
- Track dependent eligibility and documentation specific to each dependent.

COBRA Tracking

- Ability to store COBRA dependent history data.
- Ability to notify third party administrator regarding COBRA eligible participants.

Workers Compensation

- Ability to create worker's compensation information.
- Ability to flag an employee who is receiving workers compensation benefits.
- Ability to enter the start and end date for when an employee is receiving worker's compensation benefits.
- Ability to alert the payroll clerk that an employee is receiving worker's compensation benefits when they are processing payroll.
- Ability to adjust pay calculations based on worker's compensation benefits.

Benefits Reporting and Queries

- Ability to produce standard insurance-related reports including Company; Plan; Employee; Benefits statements; Census and Election forms.
- Ability to export open enrollment data to be sent electronically to benefits providers.
- Ability to export all changes (life event changes, dependent changes, new and changed elections, address changes, etc.).
- Ability to export COBRA data to be sent electronically to COBRA administrator.

1.014 DOCUMENT STORAGE

Desired State - The new technology platform should have the capability to:

The County currently uses **OnBase** for document storage. **OnBase** does not integrate with any other software. It is a manual upload process.

- Integrate with Payroll, Onboarding, and other vendor provided modules to automatically send documents to Document Storage, which is resident within the selected system.
- If selected vendor's payroll is not utilized, Document Storage needs to interface with Central Square Finance Enterprise for document transfer and storage.
- If vendor's Document Storage is not selected, vendor must have the capability to interface with **OnBase**.
- Provide security protocols to only allow administrators (and then further security for administrators based on type of document) to access documents.
- Allow certain approved administrators the access to upload documents, as needed.
- The vendor must be able to store and provide the records needed to respond to Florida Public Records requests in a required timeline.
- Vendor must be able to set documents on a retention timeline for destruction per Florida requirements.

1.015 TEST AND QA ENVIRONMENT

Desired State

The new technology platform should provide a test and QA environment to allow for testing of any product, configuration, operational, or process change. Examples would include organization changes or pay changes.

1.016 IT, REPORTING/BUSINESS INTELLIGENCE (ANALYTICS)

Desired State

The new technology platform, based on standard reporting functionality and information, should have the capability to:

<u>IT:</u>

- FL law requires retention of Personnel files for 25 years; the platform must support retention within the HCM system and/or integration of data to the document management module on a scheduled and/or workflow driven basis.
- Support various integration methods and encryption for the protection and movement of data.
- Utilize Single Sign on and multiple tenant Single Sign on for user logon.

REPORTING:

- Provide role-based security to ensure the reporting creator (and/or receiver) can only see data to which they are entitled.
- Support Fiscal Calendar parameter different from regular annual calendar.
- Provide customizable real-time reporting and analytics capabilities.
- Provide a library of standard (out of the box) reports such as Census, Overtime, etc.
- Provide a custom report writer with user-definable fields, such as:
 - Employee staffing levels
 - o "Right to Work" (FL is BOTH an "At Will" work state AND a "Right to Work" state)
- Allow reports to be sorted by:
 - o Calendar year, fiscal year, "as of" custom date ranges
 - o Location, Site, Business Unit, Employee, Pay Date, etc.
- Support required compliance reporting (i.e., EEOC, Workers Compensation, Vets 100, etc.).
- Allow users to export reports from the platform into a variety of file formats (i.e., export to Excel, Word or PDF) while maintaining role-based security at all times.
- Allow users to schedule reports from the platform and deliver via Outlook or an in-platform Dashboard in accordance with the Roles Based Security.
- Allow users to customize dashboards, with drill down capability, based on their preferences and requirements.
 - Allow administrators to create, manage and share custom dashboard views that can be further configured and shared between users with the same security profiles to provide relevant views into data and trends.
- Allow users to perform multidimensional trend analysis, complex calculations, and data modeling.
- Support a Data Warehouse ability via ODBC drivers or API's or SSO if desired by the County to move data to a reporting engine like Power BI or Tableau, etc.

ANALYTICS:

- Support Descriptive (What has happened), Predictive (What could happen), and Prescriptive (What should we do) analytics.
- Allow users to create a visual (graphic) representation of the content.

1.017 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to

obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS RFP No. 24-R085495SB

This section identifies specific information which must be contained within the Proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFP and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate proposals are not requested or desired.

2.02 PROPOSAL FORMAT

FORMAT

For more information regarding submission of Proposals, refer to the Request for Proposals, Section A.04, Submission of Proposals.

TAB 1 - INTRODUCTION

In Tab 1, include the following:

- 1. A cover page that identifies Proposer, the RFP by title and the RFP number.
- 2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
- 3. A table of contents.

TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Proposer must be registered with the State of Florida, Division of Corporations to do business in Florida at the Date and Time submission of Proposals in response to this RFP.

No documentation is required. The County will verify registration.

2. Proposer must have a minimum of ten (10) years of experience in providing Human Resource Information Systems. Provide a minimum of five (5) client references for organizations with a minimum of 2,000 employees in which a Human Resource Information System was successfully implemented by Proposer and who are agreeable to responding to an inquiry by the County.

References should include the following information.

- a. Client/Organization name
- b. Client address
- c. Client contact name
- d. Client contact phone number
- e. Client contact email address
- f. Brief description of service (1-2 sentences)
- g. Performance period (start/end dates)
- 3. Proposer is not listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.

No documentation is required. The County will verify.

4. Proposer is not on the Florida Suspended or Debarred Vendor List.

No documentation is required. The County will verify.

5. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

6. If Proposer is submitting as a joint venture, Proposer must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time for submission of Proposals in response to this RFP.

If Proposer is a joint venture, Proposer must provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

7. Proposer has no reported conflict of interests in relation to this RFP.

If no conflicts of interests are present, Proposer must submit a fully completed copy of Form 4, Conflict of Interest Disclosure Form.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

TAB 3 – FORMS

In Tab 3, provide the completed and executed Forms listed below.

Form 1, Acknowledgement of Addenda

Form 2, Proposal Signature Form

Form 3, Public Contracting and Environmental Crimes Certification

- Form 4, Conflict of Interest Disclosure Form
- Form 5, Non-Collusion Affidavit
- Form 6, Truth in Negotiation Certification
- Form 7, Scrutinized Company Certification
- Form 8, Insurance Statement
- Form 9, Indemnity and Hold Harmless

TAB 4 – TRADE SECRETS

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed.

NOTE: Designation of the entire Proposal as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.

Proposer must submit purported trade secret as follows:

- 1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. **NOTE**: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
- 2. Proposer must cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
- 3. Proposer must provide a brief written explanation as to why information claimed as trade secret fits the cited Statute.
- 4. Proposer must provide an additional electronic copy of its Response that redacts all designated trade secrets.

TAB 5 – PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

- 1. Legal contracting name including any dba.
- 2. State of organization or incorporation.
- 3. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- 4. Federal Identification Number.
- 5. A fully completed (signed and dated) copy of Proposer's W-9 (Rev. March 2024).
- 6. Contact information for Proposer's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties.
 - a. Address
 - b. County, State, Zip
 - c. Phone
 - d. Number of years at this location
- 7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
- 8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
- 9. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:

- a. Name
- b. Phone
- c. E-mail
- d. Mailing Address
- e. County, State, Zip
- 10. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three (3) years.
- 11. Provide details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- 12. Detail Proposer's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
 - a. Detail Proposer's strategies and approach to meeting the ADA accessibility compliance standards of Section 508 and/or WCAG 2.0 AA for all documents to be submitted under the Agreement.
 - b. Briefly describe Proposer's ADA accessibility conformance testing process.

TAB 6 – PROPOSER AND TEAM'S EXPERIENCE (MAXIMUM POINTS 15)

In Tab 6, provide details of Proposer and its team's experience to include the following:

- 1. Provide a summary of Proposer's background, size, and years in business.
- 2. Describe Proposer's experience in Human Resource Information Systems for other government agencies, particularly those within Florida.
- 3. Provide Proposer's years of experience in Human Resource Information Systems.
- 4. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County.
- 5. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of the services for the County.
- 6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
- 7. Provide any additional information that would assist the County in the evaluation of Proposer and team's experience.

TAB 7 – APPROACH (MAXIMUM POINTS 20)

In Tab 7, provide Proposer's project approach to include the following:

- 1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFP.
- 2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Exhibit 1. If more than one Proposer is jointly filing a Response,

- details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
- 3. Provide a narrative of the methodology for engaging with County representatives inthe-course of performing the duties.
- 4. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
 - b. How Proposer physically plans on attending pre-scheduled meetings.
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement.
- 5. Proposer's Risk Management and Safety Plan that includes a list of risks related to the provision of services and Proposer's proposed mitigation procedures for each item.
- 6. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
- 7. Provide a statement on company letterhead and signed by an authorized official of Proposer attesting to its commitment to meet the County's time and budget requirements for all services.
- 8. Provide any additional information that would assist the County in the evaluation of Proposer's approach to provide the required services.

TAB 8 - CAPACITY (MAXIMUM POINTS 15)

In Tab 8, provide Proposer's capacity to include the following:

- 1. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately, by discipline and the number of personnel within each discipline.
- 2. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one (1) discipline.
- 3. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
- 4. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two (2) or more team members have jointly performed.
- 5. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
- 6. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other

entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.

- 7. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- 8. Provide details of Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six (6) months.
- 9. Provide any additional information that would assist the County in the evaluation of Proposer's capacity to provide the required services.

TAB 9 – GENERAL QUESTIONNAIRE (MAXIMUM POINTS 25)

In Tab 9, Provide Proposers responses to all the questions in the General Questionnaire in the separate attached Excel document Exhibit 2.1.

NOTE: All sections of Exhibit 2.1 General Questionnaire must be completed. Incomplete Exhibit 2.1 General Questionnaires will be considered non-responsive.

<u>TAB 10 – FEE PROPOSAL</u> (MAXIMUM POINTS 25)

In Tab 10, Proposer shall provide a fee structure for human resource information system to include the following information.

- 1. Purchase cost of each module discounts for purchasing multiple modules.
- 2. Cost to implement each module; how many hours will be allowed for each module; what is the cost if the implementation takes longer than the allowed hours.
- 3. PEPM for each module on an ongoing basis.
- 4. Cost to import existing data; how many years of data can be imported; how would they accomplish this.
- 5. How many integrations (APIs) are included at no charge; what is the cost for each after the maximum has been reached.
- 6. In the event of contract termination, how much does it cost for the vendor to provide the data to Manatee County; how many years of data will be provided and is there any data that would not be provided; how will this data be delivered.
- 7. Do they provide a certain number of hours each month for reporting support; if not, what is the cost for this assistance.
- 8. Will they provide a cost guarantee for a certain number of years and then cap the increases for a number of years after this initial guarantee period.

END OF EXHIBIT 2