

**GULF COUNTY BOARD OF COUNTY  
COMMISSIONERS  
REQUEST FOR PROPOSALS  
RFP #1314-24**

**To Provide a Pay & Classification Study for the  
Gulf County Board of County Commissioners**



Issued By:

Central Services  
1000 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456  
(850) 227-2384  
Fax (850) 229-5334  
Website: <http://www.gulfcounty-fl.gov>

Date of Issue: May 29, 2014

Responses Due: July 3, 2014

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**1.0 REQUEST FOR PROPOSALS DEADLINE: JULY 3, 2014**

**2.0 PURPOSE:** The Gulf County BOCC seeks the services of a qualified firm or individual to perform a comprehensive survey of the County's job classifications and pay structures; providing recommendation to the County for implementation of proposed changes.

**3.0 PROJECT BACKGROUND**

3.1 Gulf County is on the Gulf of Mexico in Northwest Florida. The County, with a \$31.4 million budget has 95 full time employees and approximately 65 part-time employees provides full services to its residents including EMS, Emergency Operations, Public Services (Planning, Building and Zoning, Code Enforcement), Public Works (Road and Bridge, Maintenance, Parks and Recreation), and the Tourist Development Council. The County's population is 15,829. The County's public works and maintenance departments are represented by the International Association of Operating Engineers Local #653.

3.2 The only Salary Survey that the County has ever participated in was through the Small County Technical Assistance Services Program (SCTAS Bi-Annual Salary Survey). That program was terminated in 2007. The County currently does not utilize pay grades but would like to explore that option. The current pay structure is set up by job classification with steps for the bargaining unit positions and min-mid-max for the non-union positions. The past several years' employees have been given COLA increases with a few exceptions. A copy of the County's current Pay Structure is attached (Exhibit A).

**4.0 PROJECT TIMELINE** - It is the intent of the County to have all required analysis and reports completed by September 30, 2014. An extension of time may be granted upon mutual agreement between the County Administrator and winning proposer, but will not exceed October 31, 2014.

**5.0 SCOPE OF SERVICES:** The study will include the following items, at a minimum, and one "OPTION" listed from item Section 5.5 below. Firms are requested to quote a fee for each OPTION.

5.1 Meet with County management to assure an understanding of the objectives of the County.

5.2 Review documents including policies & procedures, bargaining agreements, staff reports, organizational charts, current pay plans, job descriptions, and/or other County records/reports, as necessary.

5.3 Prepare a written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification & Compensation Plan.

5.4 Conduct informal presentations of findings, as necessary, with County management and a minimum of one (1) formal presentation with County Board as determined by the County Administrator.

5.5 **OPTIONS: (Indicate proposal costs on Section 25.5 – Attachment E)**

5.5.1 OPTION #1 – Low -  
SCOPE OF WORK

- Conduct a comprehensive survey of public and private labor market comparables designed to include salary ranges and actual salaries, to ensure that Gulf County’s compensation is equitable and competitive in its compensation package relative to internal factors and external markets for substantially similar classifications.
- Conduct analysis that addresses the issue of internal equity.
- Provide appropriate adjustments to account for regional cost of living variations.

5.5.2 OPTION #2 – High  
SCOPE OF WORK

- Conduct a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Conduct personal interviews with employees, supervisors, and directors.
- Conduct a comprehensive survey of public and private labor market comparables designed to include salary ranges, actual salaries, and benefits information to ensure that Gulf County’s compensation is equitable and competitive in its total compensation package relative to internal factors and external markets.
- Conduct a comparison of existing benefits with market data and comment.
- Recommend and implement a classification system that can be utilized by County staff after completion of the project. Group positions based upon duties performed, knowledge, skills and abilities for the position.
- Conduct analysis that addresses the issue of internal equity.
- Recommend the assignment of each classification to a pay grade.
- Review current job descriptions and revise/update if necessary.
- Review the County’s current assignment of exempt versus non-exempt status as related to the FLSA and make appropriate recommendations with justification.
- Provide appropriate adjustments to account for regional cost of living variations.

## **6.0 REFERENCES**

- 6.1 Submit the names of at least 3 organizations that your firm has performed the same size and type of study. Give a contact name with each reference.
- 6.2 The County reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent RFP, the County may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The County also reserves the right to check references from others not identified by the contractor.
- 6.3 Please submit a statement that explains the methods & processes used in your previous studies.

**7.0 GULF COUNTY STUDY METHOD** – State with some detail how you plan to conduct the study for the Gulf County.

**8.0 PRE-BID CONFERENCE:** There will be a pre-bid conference held on Thursday June 12<sup>th</sup> at 2:00 p.m. ET in the Robert Moore Administration Building located at 1000 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456. Attendance is not mandatory but is encouraged. There will be conference calling available for those unable to attend.

## **9.0 SUBMISSION OF PROPOSALS**

- 9.1 **SUBMISSIONS:** One unbound original, five (5) complete copies of the Proposal, and one electronic copy of the proposal on a compact disk or flashdrive, containing the above-listed information must be received at the County Clerk's Office no later than 4:00 PM local time, July 3, 2014. Submissions will not be accepted after this time.
- 9.2 Proposals shall be addressed as follows:  
**Gulf County Clerk of Court  
1000 Cecil G. Costin Sr. Blvd.  
Room 149  
Port St. Joe, FL 32456**
- 9.3 Submitted envelopes should be marked: "RFP 1314-24 – Pay & Classification Study"

**10.0 PROHIBITION OF COMMUNICATION:** To ensure fair consideration for all prospective firms, the County prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the County prohibits communications initiated by a prospective firm to the County official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation, that act may be grounds for disqualifying the proposer from consideration for the RFP.

## **11.0 GENERAL CONDITIONS OF PROPOSALS**

- 11.1 **LATE PROPOSALS.** Proposals received by the County after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 11.2 **COMPLETENESS.** All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.
- 11.3 **PUBLIC OPENING.** All proposals will be publicly opened and the list of proposers read aloud in the Clerk of Courts Conference Room, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, FL on Monday July 7, 2014 at 10:00 a.m. and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.

## **12.0 TERMS AND CONDITIONS OF CONTRACT**

- 12.1 **CONTRACT REQUIRED.** The County and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.
- 12.2 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the County, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 12.3 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the County.
- 12.4 **TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the County.
- 12.5 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the County.

- 12.6 **TERMINATION FOR CONVENIENCE.** The County may at any time, at its sole discretion, without cause, terminate the Contract for its convenience by written notice to the successful Proposer. If terminated for convenience, the County will calculate the outstanding payments due the Contractor and make that payment pursuant to the Prompt Payment Act.
- 12.7 **TERMINATION FOR DEFAULT.** Contractors will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract.
- 12.8 **EXECUTION OF AGREEMENT.** Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

### **13.0 RIGHT TO AUDIT RECORDS**

The County shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

### **14.0 FISCAL YEAR FUNDING APPROPRIATION**

- 14.1 **SPECIFIED PERIOD.** Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the County Council for any additional years.
- 14.2 **CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS.** When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

### **15.0 PROPOSER'S CERTIFICATION FORM**

Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.

## **16.0 PUBLIC ENTITY CRIMES FORM**

A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

## **17.0 FLORIDA PROMPT PAYMENT ACT**

- 17.1 **PROPER INVOICE.** For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:
- 17.1.1 A description, including quantity, of the goods or services provided to the County reasonably sufficient to identify the goods or services;
  - 17.1.2 The amount due, applicable discounts, and the terms of payment;
  - 17.1.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
  - 17.1.4 The purchase order or contract number as supplied by the County;
  - 17.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;
- 17.2 **DELIVERY OF INVOICE.** All invoices, to be considered a proper invoice, shall be delivered to Gulf County BOCC, Central Services Director, 1000 Cecil G. Costin Sr. Blvd. Room 301, Port St. Joe, FL 32456.
- 17.3 **DELIVERY ACCEPTANCE REQUIRED.** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct County office, division, or department; there was acceptance by the County of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 17.4 **INVOICE DISPUTE PROCEDURE.** If there is a dispute between the County and contractor regarding an invoice, the County or contractor may initiate this invoice dispute procedure.

Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and

information to the Financial Services Director.

The Financial Services Director shall review all materials and information and conduct a meeting with the contractor and the responsible County office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.

### **18.0 PROPOSER'S WARRANTY**

The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

### **19.0 DRUG-FREE WORKPLACE CERTIFICATION**

By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

### **20.0 AMERICANS WITH DISABILITIES ACT**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Clerk of Court, 1000 Cecil G. Costin Sr. Blvd. Room 149, Port St. Joe, Florida 32456, telephone (850) 229-6112, at least seven (7) days before the date on which the accommodation is requested.

### **21.0 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES**

The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

### **22.0 INSURANCE/PERFORMANCE BONDS**

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the County shall have the right to terminate the Contract.

### **23.0 INSURANCE**

A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the County's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

#### **23.1 WORKERS COMPENSATION**

Coverage A - To be in conformity with Florida Statutes Coverage B -  
\$500,000/\$500,000/\$500,000

#### **23.2 COMMERCIAL GENERAL LIABILITY**

23.2.1 Each occurrence for:

Bodily Injury/Property Damage	\$1,000,000
Products/Completed Operations	\$1,000,000

23.2.2 Annual Aggregate for:

Bodily Injury/Property Damage	\$2,000,000
Products/Completed Operations	\$2,000,000

23.2.3 All coverage above shall include the following provisions: Gulf County Board of County Commissioners shall be an additional insured; the policy shall not be cancelled unless the County is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

23.3 COMMERCIAL AUTOMOBILE LIABILITY - Combined single limit for bodily injury and/or property damage: \$1,000,000.

This coverage shall include the following provisions: Gulf County Board of County Commissioners shall be an additional insured; the policy shall not be cancelled unless the County is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

23.4 PROFESSIONAL LIABILITY

The Contractor shall carry professional liability insurance in an amount of not less than \$500,000.00.

**24.0 POINT OF CONTACT** - The Central Services Director, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

24.1 The Central Services Director, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the "short-list" for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

24.2 A proposer shall address any questions regarding interpretation of the RFP or the process to the Central Services Director, in writing and in sufficient time before the period set for the receipt and opening of proposals.

24.3 Inquiries received within ten (10) days of the date set for receipt of submissions may not be answered or given any consideration. The Central Services Director

shall issue any interpretation for a proposer in the form of an addendum to the RFP as timely as possible. However, if an addendum is issued, the Central Services Director will convey the final addendum to all proposers no later than five (5) days prior to the date set for receipt of RFPs.

24.4 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA: All proposers must contact Central Services prior to submitting a Proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the RFP.

24.5 CENTRAL SERVICES DIRECTOR ADDRESS: **All proposers shall direct communications & inquiries to:**

**Gulf County Board of County Commissioners  
Central Services – Room 301B  
Attn: Denise Manuel  
1000 Cecil G. Costin Sr. Blvd.  
Port St. Joe, Florida 32456**

**(850) 227-2384 Fax (850) 229-5334 Website: <http://www.gulfcounty-fl.gov>**

24.5.1 Copies of the Proposal Provisions and Forms may be found on the County website at [www.gulfcounty-fl.gov](http://www.gulfcounty-fl.gov).

24.5.2 Additional technical information relative to this RFP may be obtained from Denise Manuel, Central Services Director, at (850) 227-2384 or [dmanuel@gulfcounty-fl.gov](mailto:dmanuel@gulfcounty-fl.gov) during normal business hours.

## **25.0 STANDARD FORMS – (Attachments A thru E)**

The forms listed below (Attachments A thru E) are to be completed and submitted with your Proposal, and are attached herein. Ensure that all of these documents are completed and submitted with your proposal.

**Failure to include these forms may result in your submittal not being considered for the RFP “short-list”.**

**PROPOSER'S CERTIFICATION (RFP 1314-24)**

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the organization as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this project; no officer, employee or agent of the Gulf County Board of County Commissioners or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

COUNTY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Acknowledged and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014,

by \_\_\_\_\_, as the \_\_\_\_\_ of

[business] \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_

-OR-

Produced Identification of: \_\_\_\_\_

End of Attachment A

**ADDENDUM PAGE (RFP 1314-24)**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment B

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2014, in accordance with section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ does:

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

**7. Check one:**

\_\_\_\_\_ As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment C

**PUBLIC ENTITY CRIME FORM**

**REQUEST FOR PROPOSALS - RFP # 1314-24  
PAY & CLASSIFICATION STUDY FOR THE GULF COUNTY BOCC**

SWORN STATEMENT UNDER SECTION 287.133 (3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_
2. This sworn statement is submitted \_\_\_\_\_  
whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_ and (if applicable) Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no  
FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_
3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

RFP# 1314-24  
Public Entity Crimes Statement – Pg 3 of 3  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and is personally known to me, or has provided \_\_\_\_\_ (driver's license/military id) as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

End of Attachment D

**FEE SCHEDULE**

**REQUEST FOR PROPOSALS  
RFP # 1314-24 PAY & CLASSIFICATION STUDY  
FOR THE GULF COUNTY BOCC**

**Proposer Name:** \_\_\_\_\_

<b>RFP SECTION</b>	<b>COST</b>	
5.1 thru 5.4	\$	
5.5.1 – Option 1 - Low	\$	
5.5.2 – Option 2 - High	\$	
	TOTAL:	\$

## **26.0 ADDITIONAL INFORMATION - DOCUMENTS POSTED SEPARATELY**

The documents listed below are for informational purposes only:

- EXHIBIT A: Current Pay & Classification Plan – 2013-2014 FY  
(also available in Excel Format as separate attachment)

## 27.0 NOTICE TO PROPOSERS

### GULF COUNTY FLORIDA BOCC

**BID NUMBER: RFP# 1314-24**

**Date: May 29, 2014**

The Gulf County Board of County Commissioners will accept sealed proposals at the Gulf County Clerk of Court's Office, 1000 Cecil G. Costin Sr. Blvd. Room 149, Port St. Joe, FL 32456, until July 3, 2014, at 4:00 PM, ET. The proposals will be opened at the same location on Monday, July 7, 2014 at 10:00 a.m. ET.

#### PAY & CLASSIFICATION STUDY FOR THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS

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Copies of the Proposal Provisions and Forms may be obtained at the Gulf County Clerk's Office, 1000 Cecil G. Costin Sr. Blvd, Room 149, Port St. Joe, FL 32456 or found on the Gulf County website at [www.gulfcountry-fl.gov](http://www.gulfcountry-fl.gov).

Additional technical information relative to this RFP may be obtained from Denise Manuel, Central Services Director, at (850) 227-2384 or [dmanuel@gulfcountry-fl.gov](mailto:dmanuel@gulfcountry-fl.gov) during normal business hours.

The Gulf County BOCC reserves the right to waive informalities in any RFP; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of Gulf County.

Mark outside of envelope: **RFP 1314-24 – Pay & Classification Study for the Gulf County BOCC**

**Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.**

Address responses and deliver to:

Gulf County Clerk of Court  
1000 Cecil G. Costin Sr. Blvd.  
Room 149  
Port St. Joe, FL 32456

Persons with disabilities needing a special accommodation to participate in this Request for Proposal should contact the Gulf County Clerk of Court at 1000 Cecil G. Costin Sr. Blvd., Room 149, Port St. Joe, Florida 32456, (850) 229-6112, at least seven days before the date the accommodation is necessary.