1. **OVERVIEW**

Marathon County Government is requesting proposals for the provision of Organization Culture Surveys for the purpose of measuring employee perceptions on a variety of topics highly related through research to organizational performance. Our intention is to create an in-depth understanding of the existing culture (strengths and opportunities for improvement) and to provide assistance to leaders and leadership groups in creating action plans which will strengthen the culture and improve organizational performance.

We are seeking a long-term contract (5 years) with a provider who will help us continue to build a culture of accountability and achieve our goal of becoming a preferred employer as evidenced by excellent employee recruitment and retention, performance, staff development and positive employee relations.

The provider’s role will be limited to assessment and assistance with action planning. The provider will be contractually limited from marketing consultation services which extend beyond assessment and action planning to the County either directly or with a firm it has any financial investment.

The Marathon County Board of Supervisors has delegated to Administration the task of providing the leadership for a County-wide effort to measuring employee satisfaction, addressing issues and reporting results along with normative data back to the board. The outcomes that the County Board established for this project are:

- Administrative leadership will learn more about the workplace culture and priority issues that need their attention.
- Employee satisfaction surveys will include all employees and will become a routine activity.
- There will be greater coordination/sharing of improvement strategies and resources.
- The per employee cost of conducting a survey will be reduced.
The timeline established called for an estimate of the budget implications to be prepared in time for the 2013 budget and a contract to be in place with a provider by December 1, 2012.

2. ISSUING AGENCY

The Marathon County Department of Administration is using this Request for Proposal (RFP) on behalf of Marathon County Government. The Marathon County Department of Administration is the sole point of contact for this RFP.

3. APPLICANT RESPONSES TO THE RFP SPECIFICATIONS

Proposals submitted in reply to this RFP shall respond to the specifications stated herein. Failure to respond to the specifications may be a basis for a proposal being eliminated from consideration during the selection process. Marathon County Government reserves the right to reject any or all proposals and any part of a given proposal.

4. PROPOSALS CONTENT/CONTRACTUAL OBLIGATION

All aspects of the proposal from a successful applicant will become a part of contractual obligation. Marathon County Government reserves the right to negotiate the award amount and budget items with the selected applicant prior to entering into a contract.

The contract may be modified only by written amendment duly executed by all parties. Justifiable modifications may be made in the course of the contract only through prior consultations with and written approval from the Deputy County Administrator or her designee. Failure of the successful applicant to accept these obligations in the contractual agreement may result in cancellation of the contract.

The contract shall be awarded pursuant to Section 3.05 (2) (G) of the Procurement Code.

5. REPORT AND CORRESPONDENCE DISSEMINATION

A. The contractor shall, at the option of the County, appear before the County’s designated program administrator to clarify findings and to answer any questions at any time during the contract or after the contract is completed. Contractor must also be willing to appear before any County governmental committee if so requested.

B. Reports of both programmatic and fiscal activities will be required for the purpose of documenting the satisfactory meeting of program objectives. The contractor will be expected to participate in an ongoing evaluation of the services provided.

6. NON-DISCRIMINATION LANGUAGE

All reports and correspondence written under the auspices of the applicant shall not employ language which could be construed as discriminatory on the basis of age, race, color, creed, religion, handicap, sex, sexual preference, or national origin.

Continuation of funding for the service for each subsequent calendar year through 2017 shall be based upon contractor’s successful achievement of the program objectives and the availability of funding.

8. **TIMELINE**

All interested responders are required to submit proposals within the following timeframe:

- **Request for Proposals mailed**: Upon request after Monday, April 16, 2012
- **Responses due**: Friday, May 18, 2012, 3:00 p.m.
- **Notification to responders**: Initial notices of status of the vendors’ proposal will be mailed by Friday, June 15, 2012.

9. **PROGRAM SPECIFICATIONS AND DETAIL**

The selected vendor is required to provide:

A. **Diagnostic Surveys**: The results of the employee surveys will help Marathon County understand how its organizational culture is supporting or hindering optimal performance. The initial objective is to build a baseline assessment of the culture’s strengths and weaknesses for the County as a whole and for the 25 individual County departments. Additionally, we want to understand the culture relative to normative data and relative to data of high functioning organizations. From the data and the data analysis the provider will assist senior leadership, department directors, managers and employees develop a shared understanding concerning the organizational culture and its implications for individual and group results.

Survey instruments shall be available in both paper and pencil format and electronic medium.

B. **Roll Out Strategies**: Before any surveys are distributed, the provider will have assisted Marathon County in the creation of a communications plan which clarifies expectations and provides clear and thoughtful answers to all of the following questions:

- Who: Who will see the data? Who will present the data? Who will analyze the data? Who will be involved in creation action plans?
- What: What data will the various stakeholders see?
- Where: Where will the debriefs take place?
- When: When will the data be rolled out to the various stakeholder groups?
When will the next survey be conducted?

Why: Why are we collecting the data?

How: How will the data be distributed?
  How will the data be summarized and displayed?
  How will the data be used to strengthen the culture of the individual departments and the County as a whole?

C. Data Analysis: Spreadsheet displayed data and graphic displays by department, other demographical units and for the County will form a starting point for data analysis. Additionally, we are seeking a richer understanding of the diagnostic survey results which can come from:

- Analysis of trends within a reporting unit over time;
- Comparison with other reporting units within Marathon County;
- Comparison of the results with normative data;
- Comparison of the results with the results of high performing organizations;
- Statistical correlation between survey item responses; and
- Comparison of written responses to open ended questions to the “general themes” that seem to be emerging from other survey item responses.

D. Identification of Key Improvement Targets and Action Planning: Building upon the results of the diagnostic surveys and the data analysis, assistance shall be provided by the provider in the development of action plans with clear, prioritized short, medium and long term change targets and time frames. Included in the Action Plan will be development plans for key leaders and leadership groups who can support and sustain the changes. Action Plans will be clear about the work that needs to be done, sequences, measurable outcomes, timelines and leaders and leadership groups accountable for achieving the desired results.

E. Timetable and Implementation Plan: The provider shall help senior leadership of Marathon County develop a timetable and implementation plan for surveying the entire population of 600 employees organized into 18 departments with the expectation that each employee will at minimum have been surveyed twice during the five (5) year contractual period.

F. Confidentiality: We desire response rates which can assure us that the data we receive is valid. One important reason that an employee may decide not to participate is a fear that negative feedback may be identified with him or her and this may result in some jeopardy of retaliation. In order to assure valid results, the provider shall help senior leadership of the County create plans for how data is segregated and reported to minimize opportunity for individual identification and develop operational policies which prohibit retaliation.
10. RESPONDER REQUIREMENTS

Evaluators will determine the merits of one proposal over another based on the written information contained within the proposal. In order for the committee to compare proposals uniformly and objectively, all proposals are required to provide the following:

A. Narrative

1. Describe your agency’s qualifications, track record relating to organizational culture surveys and establish the ability of your agency to carry out the program specifications.

2. Describe the survey instrument that you will use to assess the organizational culture in Marathon County. Specifically describe your approach to the development of survey items.

3. Describe the process you suggest for communicating with employees, leaders and leadership groups prior to the distribution of surveys and after the results are tabulated.

4. Describe your agency’s approach to data analysis. Be specific about the data base which is available for comparisons.

5. Describe your agency’s suggested format for action plans and the process you suggest for building them.

6. Describe your agency’s protocols to protect the confidentiality of survey participants.

7. When senior leaders of Marathon County refer to assessing the “organizational culture” we want answers to questions like these:

   - Do County employees have a common understanding of our purpose, strategy and goals?
   - Is everybody highly engaged and committed?
   - How adaptive and innovative are we as an organization?
   - Do we have a common understanding of our core values and do we consistently live our values?
   - How do we handle agreement and disagreement?

   Identify 5-7 additional questions which assess important facets of organizational culture that research affirms a strong link with organizational performance.

8. Describe the qualifications of all personnel who are to be assigned to or are proposed for this project. Information about education, training, experience and certifications should be included.
9. Provide the names, addresses and phone numbers of three references, which may include Marathon County employees or officials, who are familiar with your work.

B. Cost Proposal

1. The cost portion must be provided as a separate document from the technical proposal. It will be scored separately and not released to the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

2. The cost proposal should include a “not to exceed” fee for each year, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

3. Include a detailed summary of charges that will be charged to Marathon County Government for services provided. Indicate hourly rates for services, how portions of an hour are billed, and whether there is a minimum charge for each contract, as well as any other fees or expenses that will be charged including travel costs.

C. Submittal of Proposals

Ten (10) copies of each technical proposal must be provided. In addition, one (1) original and two (2) copies of the cost proposal must be provided in a separate envelope from the technical proposal to:

Deb Hager
Deputy County Administrator
Marathon County Courthouse
500 Forest Street
Wausau WI 54403

Proposals may be mailed or hand delivered, however, only those received in the County Administration Office by 3:00 p.m. on Friday, May 18, 2012, will be considered under this solicitation. Proposals must be submitted in a sealed envelope marked “Organizational Culture Surveys”. Fax and E-Mail submissions are not acceptable. Proposals received after this date and time will not be accepted. Deposit in the mail is not sufficient.

D. Notification of Approval or Non-Approval

Each applicant whose proposal is reviewed shall receive written notice of the determination of the funding or non-funding of the proposed project. The Request for Proposals and all responses thereto shall become public record after the award of the contract.
E. Evaluation of Proposals
The following factors will be considered in evaluating the proposals:

1. The completeness of the proposal including scope, approach and detailed work plan.  
   0 – 25 points

2. Firm experience and demonstrated competence in assessing organizational culture.  
   0 – 25 points

3. Qualifications of staff members that would be assigned to the work. Education, position in the firm, years and type of experience as shown on the narratives will be considered.  
   0 – 25 points

4. Cost
   Maximum total points

   0 – 25 points
   100 points

F. Appeal Process
All appeals must be made in writing pursuant to Section 3.12(1) of the Procurement Code, and all appeals must fully identify any contested issues. Subjective interpretations by the review committee are not subject to protest or appeal. Written notice of appeal must be postmarked or received by the Deputy County Administrator, Marathon County Courthouse, 500 Forest Street, Wausau WI 54403 within five (5) business days after the notice of awards.

11. MARATHON COUNTY PROCUREMENT POLICY
All aspects of this Request for Proposals will be in accordance with the Marathon County Procurement Policy, Sections 3.01 through 3.16 of the General Code of the County of Marathon. A copy of the Procurement policy is available at the office of the Marathon County Clerk, Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin 54403. The following are excerpts from the Marathon County Procurement Policy:

A. Public Announcement and Selection Process
It is the policy of Marathon County to publicly announce all requirements for CONSULTANT and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications and past performance with existing contracts as determined in prequalifying procedures. In the procurement of CONSULTANT and land surveying services, Marathon County shall request firms to submit a statement of qualifications and performance data. All information submitted in response to the Request for Proposals shall constitute a Public Record upon award of this contract.
B. Termination Of Contract
The County may, for its convenience, terminate this contract at any time by a notice in writing from the County to ______ by certified mail. If the Contract is terminated by the County as provided herein, ________ shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of ________ covered by this Contract, unless payments of compensation have previously been made.

C. Change Orders
The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the County from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by ________ hereunder, nor to cancel any of the services not performed at the time notice is given to ________ of the cancellation of such services or portion of the work to be performed hereunder.

D. Gratuities And Kickbacks
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

E. Non-Appropriation Of Funds
Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to ________.

F. Hold Harmless
_______ hereby agrees to release, indemnify, defend, and hold harmless Marathon County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including
actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

G. Americans With Disabilities Act Compliance
In connection with the performance of work under this contract, _______ agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. _______ is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. _______ is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. _______ shall provide a similar notice to all its subcontractors.

H. Insurance Requirements
_______ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall ____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

(a) **Worker's Compensation Insurance.** _______ shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, _______ shall require the subcontractor similarly to provide statutory Workers’ Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _______.

(b) **General Liability, Professional Liability and Property Damage Insurance.** _______ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by ________, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
• Comprehensive General Liability $1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.

• Professional Liability Coverage, $1,000,000 per occurrence and in aggregate.

• Automobile Liability $1,000,000 per occurrence and in aggregate for bodily injury and property damage.

• Excess Liability Coverage, $1,000,000 over the General Liability and Automobile Liability Coverages.

• If aircraft are used in conjunction with this project, $2,000,000 per occurrence and in aggregate for bodily injury and property damage.

I. Proof Of Insurance

_______ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _______ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

J. Dispute Resolution

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes,
or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

K. Non-Debarment Clause
__________ hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. __________ further agrees and certifies that this clause shall be included in any subcontract of this contract.

L. Statement Of Compliance
Vendor has carefully reviewed Marathon County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with Marathon County's contract language are superceded by Marathon County's required contract language.

M. Notice Regarding Wisconsin Open Records Law
___________________________ understands and agrees that Marathon County is a political subdivision of the State of Wisconsin and as such, it is subject to the open records law. __________________________ specifically agrees to clearly identify any proprietary information containing financial or other information it does not wish disclosed by Marathon County pursuant to an open records request at all times during the course of this agreement.

The following is a new contract term that I would like added to Marathon County's standard contract language:

Notice Regarding Wisconsin Public Records Law. Consultant/Contractor understands and agrees that Marathon County is a political subdivision of the State of Wisconsin. As such, Marathon County is subject to the Wisconsin "Public Records Law." Consultant/Contractor agrees to clearly identify any confidential or proprietary information it does not wish disclosed by Marathon County pursuant to public records requests at all times during the course of this Agreement, or thereafter. I the event Marathon County becomes involved in litigation due to a refusal to release information identified as confidential or proprietary by Consultant/Contractor, Consultant/Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

N. Independent Contractor Status
The relationship of the Contractor to Marathon County shall be that of an independent contractor and the Contractor shall not be entitled to any of the rights,
benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. Nothing in this agreement shall be construed so as to deem the Contractor, its employees or agents; 1) As employees of Marathon County; 2) As carrying out the functions of Marathon County; or 3) As effectively acting as or in place of Marathon County. The Contractor has no authority to incur any obligation for or on behalf of Marathon County. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor.