

ADVERTISEMENT FOR BIDS

Amelia County
16360 Dunn Street, Suite 101 (shipping)
P.O. Box A (mailing)
Amelia Courthouse, VA 23002

Classification and Compensation Study for Amelia County

Sealed BIDS to obtain competitive proposals from qualified individuals or firms, to perform a Classification and Compensation Study of Amelia County will be received at the Amelia County Administration Office, 16360 Dunn Street, Suite 101, Amelia Courthouse, VA 23002, until 5:00 PM, local prevailing time, on June 26, 2020, and then read aloud in the conference room.

The BIDDING DOCUMENTS may be obtained at the following locations:

Amelia County Administration Building, 16360 Dunn Street, Suite 101, Amelia Courthouse, VA 23002
Ameliacova.com

Questions can be forwarded to the Amelia County Administrator A. Taylor Harvie at 804-561-3039 or Taylor.harvie@ameliacova.com.

No bid may be withdrawn for a period of sixty (60) calendar days subsequent to the receipt of bids without written consent of the Owner. The Owner reserves the right to reject any and all bids, to waive any informality in the bidding process and to make as a whole or any part of the work that is most advantageous to the Owner.

Amelia County, Virginia

REQUEST FOR PROPOSALS

Am20-002

**EMPLOYEE CLASSIFICATION AND
COMPENSATION STUDY**

June 26, 2020

AMELIA COUNTY, VIRGINIA

NOTICE OF REQUEST FOR PROPOSALS

Amelia County is seeking proposals from experienced and knowledgeable consulting firms to conduct a comprehensive employee classification and compensation study, and to make recommendations based upon the results.

Each proposal shall be in accordance with the specifications and instructions on file with the County Administrator's office, 16360 Dunn Street, P.O. Box A, Amelia VA 23002, where copies can be obtained by calling the County Administrator's office (804) 561 3039.

Sealed proposals must be received at the County Administrator's Office, 16360 Dunn Street, P.O. Box A, Amelia VA 23002, no later than **5 p.m.** (local time) on **June 26, 2020**.

Proposals may be mailed or hand-delivered. Faxed or electronically sent proposals will not be accepted.

Proposals must be addressed to:

Taylor Harvie
16360 Dunn Street,
P.O. Box A,
Amelia VA 23002

The envelope must be boldly marked:

PROPOSAL: Am20-002
CLASSIFICATION AND COMPENSATION STUDY
FOR AMELIA COUNTY
June 26, 2020 – 5 p.m. (local time)

Amelia County reserves the right to waive any informalities or irregularities in this Request for Proposals, or to reject any or all proposals; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the County.

Taylor Harvie
Amelia County Administrator

SECTION 1: PURPOSE OF PROPOSAL

Amelia County is seeking firms that are qualified and experienced in conducting comprehensive public-sector classification and compensation studies to conduct a comprehensive study of our entire classification and compensation plan. Once the study is complete, the firms should be further experienced in providing recommendations based on the results of that study.

SECTION 2: PROJECT DESCRIPTION

Amelia County has approximately 100 full-time-equivalent employees and a number of part-time temporary and seasonal employees. The current employee classification plan includes 56 classification titles. The study shall also include all Constitutional offices and employees, which are not included currently in the county's classification plan.

The successful proposer will be required to meet with the staff as frequently as necessary during the course of the study. Orientation meeting(s) with employees and Department Heads are to be held to brief them on their participation in the classification study, and how the compensation study will be conducted. A formal presentation will also be required for County Department Heads, to review the process involved with the study and the second to explain the study results upon completion. One formal presentation to the County Board of Supervisor will also be required. Other assistance with management and employee communications will be necessary throughout the project.

Classification: The employee classification review component will include a review of the current format used for position descriptions and recommendations for changes as necessary. The consultant will become familiar with the County organization and departments and employee occupational groups using organizational charts, budgets and the current position descriptions for each classification. All County employees will receive position description analysis questionnaires to complete. The completed employee questionnaires will be routed through employee supervisors to the consultant. Information interviews will be conducted by the consultant with incumbents in each job class as necessary to address questions or concerns about the questionnaires.

Based on information received through the overall review and activities noted in the preceding paragraph, the consultant will add or delete classifications, revise position descriptions and draft new position descriptions for new recommended classifications and recommend FLSA status for each classification. Employees and Supervisors will be afforded the opportunity to review the revised position descriptions for their classification and/or the proposed reassignment of any position to a new or different classification. The consultant will review any employee challenges and make adjustments deemed appropriate in consultation with the County. The consultant will finalize all position descriptions. The consultant will provide a maintenance system/protocol such that County staff members can keep the classification system current in future years using the system by which it was created.

Compensation: The goal of Amelia County is to provide employees with a compensation plan that is externally competitive and internally equitable. The comparators used to evaluate the (identified) market will be provided by the County. The consultant shall select appropriate classifications to be used as benchmark classifications for the compensation study based on information received from the County, many of which may be single-incumbent classifications. The consultant will specifically address concerns of pay compression resulting from the increase(s) in the Virginia minimum wage.

The County desires to review the current pay schedule structure and evaluate the percentage relationship between ranges and steps, and range width, along with the potential of using open ranges.

The consultant will work with the County to develop a list of benchmark classifications. Once finalized, the consultant will survey the identified comparators to gather compensation data. The consultant will recommend placement of all classifications in pay ranges based on external market competitiveness and internal equity. The recommendations will be reviewed with the appropriate County staff and finalized with that input. The consultant will recommend implementation strategies to be effective at the conclusion of the study process.

The consultant will recommend a maintenance system allowing County staff members to keep the compensation system competitive and equitable in future years.

Benefits: The consultant will gather data from designated comparators on benefits offered and create a matrix for total compensation comparative purposes. The data will include vacation/sick/PTO leave information, holidays, group insurance information (including how insured, monthly total cost, EE only, dependent cost, employee share) and uniform allowance information.

SECTION 3: INSTRUCTIONS TO PROPOSERS

The information provided herein is intended to assist Offerors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services in this RFP.

3.1 SUBMISSION OF PROPOSAL

Offerors are requested to submit three (3) copies of their proposal. The proposal must be received no later than 5 p.m. (local time) on June 26, 2020, at the County

Administrator's Office located at 16360 Dunn Street, P.O. Box A, Amelia VA 23002.

3.2 RESPONSIBILITY FOR PROPOSAL COSTS

The County is not responsible for any costs incurred by the Offeror associated with the preparation of the proposal or the negotiation of a contract for services prior to the issuing of the contract.

3.3 WRITTEN PROPOSALS

The County may award a contract based on the initial proposals received without discussion of such proposals with Offerors. Accordingly, each initial proposal should be submitted with the most favorable price and service available.

3.4 ORAL PRESENTATION

The County may require an oral presentation by Offeror to supplement a written proposal. These presentations will be scheduled, if required, by the County Clerk's Office after proposals are received and prior to the award of the contract.

3.5 AWARD OF CONTRACT

Upon completion of the evaluation process, the County may award the contract ("Contract") to the Offeror whose proposal is determined to be most advantageous to the County.

3.6 ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on the County website. It is the responsibility of an Offeror to check for updates before submitting a proposal.

3.7 COUNTY REPRESENTATIVES AND NOTICES

During the RFP process (from the date of issue through the date of contract award or other final decision) the County Administrator/Clerk's Office is the sole source of official information regarding this RFP.

3.8 OFFEROR'S AUTHORIZED REPRESENTATIVES

The proposal must contain the signature of a duly sworn officer or agent of the Offeror's company, empowered with the right to bind the Offeror for the amounts estimated and terms proposed. Offeror must also provide evidence of the authority

of the officer or agent to bind the Offeror. The County shall have the option to change the Offeror's contact person if it is in the best interest of the County. All Offerors shall include this information within the "Letter of Transmittal" noted in the proposal outline.

3.9 ANTI-COLLUSION

The submission of a proposal constitutes agreement that the supplier has not divulged its proposal to, or colluded with, any other Offeror or party to a proposal whatsoever.

SECTION 4: PROPOSAL OUTLINE

LETTER OF TRANSMITTAL. The letter of transmittal will include an introduction of the Offeror, the name, address, telephone number, fax number, and e-mail address of the person to be contacted, along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included here.

EXECUTIVE SUMMARY. An executive summary will briefly describe the Offeror's approach and clearly indicate any options that need to be highlighted or any alternatives being proposed.

DETAILED DISCUSSION. This section should constitute the major portion of the proposal and will contain a specific response to the following:

- A. Proposed approach to evaluate the accuracy of current classifications within the County and an estimated timeline for completion.
- B. Proposed criteria to be used to recommend adjustments to the classifications, if applicable.
- C. Proposed format for drafting position descriptions (specifications) for all recommended classifications.
- D. Proposed approach to evaluate the current compensation system and an estimated timeline for completion.

COST PROPOSAL. The offeror must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the cost of each major task.

QUALIFICATIONS. The Offeror shall provide a list and brief description of projects similar in scope and size for which the Offeror has provided professional services.

MISCELLANEOUS. The Offeror may use this section to provide any additional information and attachments deemed applicable by the Offeror.

SECTION 5: EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- Proposal responsiveness, a clear understanding of project scope; approach and detailed work plan, including proposed timeline.
- Personnel assigned to the project.
- Cost
- Firm's experience and qualification in providing similar services and firm's experience with municipal governments, and particularly cities/towns in the Commonwealth of Virginia.

Interviews may be required of selected finalist(s).

SECTION 6: CONTRACT AWARD

The County shall select two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors set out in this RFP. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Notwithstanding the above, the County in its sole discretion, may choose not to award a contract under this RFP.

SECTION 7: GENERAL CONDITIONS

The following conditions will apply to any contract entered into under this RFP:

Termination for Convenience. The County shall have the right to terminate this contract at its convenience, with or without cause, by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

Assignment of Interest. The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the

County which the County shall be under no obligation to grant.

Release of Data. No reports, information or data given to or prepared by the Contractor under the resulting contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County, which approval the County shall be under no obligation to grant.

Gender Reference. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

Binding Effect. The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

Governing Law. The laws of the Commonwealth of Virginia shall govern this contract.

Worker's Compensation Insurance shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;
Bodily injury by disease, \$500,000 policy limit;
Bodily Injury by disease, \$100,000 for each employee.

Public Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.

Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the County of Amelia as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.

Ethics in Public Contracting. Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

Partial Invalidity. Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Release and Ownership of Information. The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. The County reserves its right of ownership to all material given to the Contractor and to all background information, documents, and computer software and documentation developed by the Contractor.

Indemnity. The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

Subcontractors and Assignments. The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County .Examination of Records. The

Contractor agrees that the County of Amelia or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

Licenses and Patents. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save the County and its officer and employees harmless from any and all loss, including reasonable attorney's fees, on account thereof.

Attorney Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

Contractual Disputes. Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

Payment of Subcontractors. Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

(a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall

accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

Nondiscrimination. During the performance of this contract, the contractor agrees:

(a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace. During the performance of this contract, Contractor agrees to:

(a) provide a drug-free workplace for Contractor's employees;

(b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

(d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Illegal Immigration. By entering this contract, Contractor certifies that it does not, and shall not during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal

Immigration Reform and Control Act of 1986.