



REQUESTS FOR PROPOSALS

Compensation Study

August 10, 2016

**Request for Proposals
for a Compensation and Job Classification Study
August 2016**

The County of Middlesex, VA has issued this Request for Proposals for the purpose of selecting a qualified firm to review and update its compensation and job classifications for all non-union positions. The selected firm is expected to perform an analysis of current job classifications, salary and benefit structure relative to comparable positions in comparable organizations. A detailed scope of services is included.

Proposals must be submitted no later than 4:30 p.m. on Thursday, September 1, 2016. Firms must submit Six (6) completed hard copies and one digital copy shall be submitted in a sealed envelope clearly marked "Proposals for Compensation Study." Proposals shall be mailed or hand delivered to:

County of Middlesex
Proposal for the County of
Middlesex, Compensation Study
Attention: Marcia Jones
Assistant Administrator
877 General Puller Hwy
P. O. Box 428
Saluda, Va. 23149

All proposals submitted must include all the information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The County reserves the right to reject any or all proposals and to waive any informality. Proposal packets are available online at the Commonwealth of Virginia EVA procurement website: <https://eva.virginia.gov/>, County website: http://www.co.middlesex.va.us/index_reqproposals.html, or at the County Offices located 877 General Puller Hwy, Saluda VA 23149.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Questions or clarifications on the proposal documents need to be submitted to the County in writing by Monday, August 22, 2016 at 4:30 p.m. Addendums that are issued as part of the request for proposals are to be initialed by the proper person and submitted as part of the delivery of the proposal package. Correspondence shall be addressed to:

Marcia Jones
Assistant County Administrator/HR Director
County of Middlesex
PO Box 428
Saluda, VA 23149
Or emailed to mj@co.middlesex.va.us

Award of Contract: The County of Middlesex Board of Supervisor will make the final award of the proposal or contract upon recommendation from the RFP review committee composed of Asst. County Administrator, Superintendent of Schools, Director of Social Services and Chief Deputy of the Sheriff's Office.

SPECIFICATIONS

I. Conditions

1. The firm is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the firm from performance of the duties and obligations imposed under the term of this contract.
2. The firm further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary as specified in this agreement.
3. The firm will not be reimbursed by the County for any costs involved in the preparation and submission of the proposal or in the preparation for and attendance at subsequent interviews.
4. The County of Middlesex is exempt from State and Federal taxes. Proposals shall not include any taxes or fees.
5. Prospective firms shall not contact any County employee, official or board member on matters relating to this request for proposals, except as indicated herein.
6. Proposals shall be considered firm and valid for at least 90 days following submittal deadline.

II. Background

Middlesex County is located 40 miles North of Williamsburg, 60 miles east of Richmond along the southern portion of the Chesapeake Bay. The County is a Dillon-rule municipality with the traditional form of government under the Virginia Constitution with a population of 10,500. The County's population grows significantly in the summer months as tourists and part-time residents enjoy marinas, campgrounds and second homes on the Rappahannock and Piankatank Rivers and Chesapeake Bay.

The County is governed by a Board of five Supervisors and an appointed County Administrator responsible for the day-to-day operations of the County. The Public School System is administered by an elected five member School Board and an appointed Superintendent of Schools. The County Sheriff's office is administered by an elected Sheriff and other Constitutional Officers administer their departments. County Departments include Administration, Social Services, Finance, Community Development, Emergency Services, Economic Development, Building and Zoning, and Parks and Recreation. Budgeted County expenditures are \$21.4 million, including General Fund transfers to the School System of approx \$9.2 million. The total School expenditures are \$14.6 million inclusive of federal, state, and local funding. The County and Sheriff's office employ 65 full-time and 44 part-time employees. The School System employs 172 full-time and 23 part-time employees

The County has not conducted a comprehensive review of its compensation and benefits in some time. Informal analyses throughout 2010 to 2016 have indicated many positions were behind the market.

III. Scope of Services

The County of Middlesex is seeking a qualified consultant to collect data, perform analysis and evaluation and make recommendations on compensation and benefits for employees. The County, Sheriff and other Constitutional Officers, and School's job classifications are currently acceptable and while they will serve as a basis for the compensation study they should not be the focus of the study. Benefits to be studied include but are not limited to retirement benefits; paid holidays; paid leave; employee/employer cost for health, dental and vision insurance; life insurance; accident insurance; and other similar benefits.

The consultant awarded the project is expected to gain a thorough understanding of the County, Constitutional Officers', and School's job descriptions, identify a set of comparable organizations in terms of size and/or regional proximity, and gather relevant compensation and benefit data. The consultant is asked to assess total compensation based on both internal and external comparability and develop and recommend an updated compensation structure that provides a fair, competitive, transparent, sustainable and fiscally responsible program. The consultant is also expected to prepare an analysis outlining the fiscal impact of recommendations. In addition, the consultant will be asked to review the County, Sheriff and other Constitutional Officers', and School's Compensation Policies and make recommendations for moving forward. The consultant selected should be familiar with Virginia Compensation Board positions.

IV. Proposal Format

Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness. All proposal responses must be in the following format:

- A. Cover Letter: Including official name of the proposing firm (and/or third party vendors), the address, phone number and e-mail of the firm, as well as the name(s) of the principal contact person. The cover letter must be signed by a person(s) authorized to bind the proposing firm.
- B. Table of Contents: Include an index listing all contents and any included attachments.
- C. Firm Background: This section should include a brief description of the firm as well as experience and qualifications of the person(s) who will be performing the services. Indicate whether the firm is an independent entity or part of a larger corporation. This section should include a general overview of the firm's services as well as the extent to which the firm has experience in completing compensation studies within the past five years.
- D. Proposed Work Plan: This section should contain an outline of the steps the firm proposes to meet the scope of services and a timeline for each step, including completion. The work plan should indicate time frame for project completion.
- E. References: Provide at least three client references of similar sized and/or public sector clients with which the firm has worked in the past five years. Provide a contact person, telephone number, e-mail address and mailing address, as well as a brief description of the services provided.
- F. Work Sample: Please provide a sample similar work product (preferably municipal compensation analysis).

G. Cost Proposal: The County anticipates a lump sum contract with a not-to-exceed figure to accomplish the Compensation Study. Provide a complete breakdown on all costs related to the content of the proposal required to accomplish the scope of work, including estimated hours for each component of the proposal. Also include an hourly rate for additional work that may be requested but is not included in the proposal.

H. Attachments:

- a. Completed and signed Appendix A: Certifications and Assurances

V. Proposal Evaluation

The County will award the contract based on the proposal deemed in the best interest of the County. Firms may be asked to provide additional information and/or interview with the RFP evaluation committee composed of the Asst. County Administrator, Superintendent of Schools, Director of Social Services and Chief Deputy. The following evaluation criteria, not listed in order of significance will be used:

- General approach and plans to meet the requirements of the RFP, as well as, overall ability to successfully complete the project within the stated schedule.
- Qualifications and experience of personnel.
- Consultant's past performance on similar projects.
- Time for completion
- Total cost.

VI. Contract

The County reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal should be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the County Attorney for approval as to form. Final acceptance of the proposal shall only be by complete acceptance of a contract by the Board of Supervisor's or their authorized agent.

Consultant should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the County. Firms should carefully review the Sample Contract in Exhibit A to determine the stated requirements and terms.

This RFP does not obligate the County to contract for services specified herein.

**APPENDIX A
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the County without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the County, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant _____

Signature _____ Date _____

Title _____

EXHIBIT A
DRAFT PROFESSIONAL SERVICES AGREEMENT

I. PARTIES

1. County of Middlesex
P. O. Box 428, 877 General
Puller Hwy
Saluda, Va. 231489

2. _____
(the "Consultant")

Type of Entity

Name _____

Tax Identification No. _____

Address _____

Signature _____

Title _____

II. TERM:

The term of this Agreement shall be from approval of the contract by the County Board of Supervisor's until not later than January 15, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

III. PAYMENT

The County of Middlesex shall pay Consultant for services rendered in accordance with the attached Exhibit ____ . The Consultant shall make monthly applications for payment as computed and provided in Exhibit _____. The COUNTY shall make payment upon review and acceptance of the work submitted in each Application for Payment but not to exceed \$ _____ in total. The County will make payments to Consultant in thirty (30) days after invoice receipt, verification and acceptance of each invoice.

IV. CONTRACT PROPOSAL; SCOPE OF SERVICES

Attached are the Proposal documents which have been completed, signed and executed, and which shall serve as addendums to this Professional Services Agreement, each of which are expressly incorporated as though fully set forth herein. The Consultant represents and warrants that it/he/she has the skills and knowledge necessary to conduct the services provided for in the Proposal, as attached, and understands

that the Middlesex County Board of Supervisors are relying on such representation. Consultant further understands and agrees the Proposal is an integral part of this Professional Services Agreement and that it may not be modified or altered except in a manner provided by this Professional Services Agreement.

V. LICENSES, PERMITS AND SUBSTITUTION OF PERSONNEL

Consultant agrees and warrants that it/he/she has procured all licenses, permits or like permission required by law to conduct or engage in the services provided for in this Professional Services Agreement; that it/he/she will procure all additional licenses, permits or like permission hereafter required by law during the term of this Professional Services Agreement; and that it/he/she will keep same in full force and effect during the term of this Professional Services Agreement. Consultant will file with the County a current copy of each applicable license, permit or like permission then in effect. Upon the expiration of each permit or license, the Consultant shall seasonably file copies of the renewal or replacement permit or license.

It is the responsibility of the Consultant to notify the County of Middlesex, and receive its permission, prior to providing any personnel or replacement personnel. Notification and consent is required for any additional Consultant personnel or replacement personnel involved in the contracted work.

VI. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the relationship of Consultant to the County of Middlesex arising out of this Professional Services Agreement shall be that of independent contractor. It is understood that Consultant or its/his/her staff and employees are not employees of the County of Middlesex and, therefore, are not entitled to any benefits provided employees of the County of Middlesex. It is further understood by the Consultant that it/he/she or its/his/her staff will not be covered under provisions of the workers' compensation insurance of the County of Middlesex and that any injury or property damage on the job will be the Consultant's sole responsibility and not that of the County of Middlesex. Also, it is understood that the Consultant or its/his/her staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the County of Middlesex and, therefore, will be solely responsible for its/their own actions. The hiring of additional personnel shall be the responsibility of the Consultant, subject to the conditions described in Section V. The Consultant agrees that no additional personnel will be so hired unless workers' compensation insurance is purchased to cover said personnel and evidence of such workers' compensation coverage is given to the County of Middlesex before said personnel is used by Consultant. It is further agreed that the Consultant will not be covered under Social Security, federal income withholding or state income tax but that the County of Middlesex will meet its legal obligations to report payments made to the Consultant and will comply with all Federal, State and local rules and regulations. The Consultant warrants to comply with any federal, state or local laws, regulations, court orders or rules related to non-discrimination in employment.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

The County of Middlesex assumes no liability for actions of the Consultant, Consultant's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Consultant (the "Consultant Group") under this Professional Services Agreement. Consultant agrees fully to indemnify and hold harmless the County of Middlesex against any and all liability, loss, damage, cost or expenses, including attorneys' fees, which the County of Middlesex may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of the Consultant Group in the performance of its/his/her services and obligations under this Professional Services Agreement. The foregoing indemnity shall also apply to, but not be limited to, any failure of the Consultant to obtain permission from the County prior to any personnel or replacement personnel providing services under this Professional

Services Agreement.

The Consultant shall maintain workers' compensation insurance on its own behalf and shall fully indemnify and hold harmless the County of Middlesex against any and all liability, loss, damage, cost or expense which the County of Middlesex may sustain, incur or be required to pay as a result of any and all accidental injuries suffered by the Consultant Group.

It is understood and agreed to by the parties that the Consultant must be required to maintain Commercial General Liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate. A Certificate of Liability Insurance naming elected and appointed officials, employees and agents of County of Middlesex as additional insureds shall be attached to this Professional Services Agreement.

VIII. TERMINATION

This Professional Services Agreement may be terminated immediately by, or at the direction of, the Middlesex County Board of Supervisors, in the Board's sole discretion; and in such an event, County Board shall cause immediate written notice of such termination to be given to Consultant. In every such event in which the Board shall terminate the services of Consultant, Consultant is obligated and agrees to refund to the County of Middlesex all moneys paid to it by the County of Middlesex for services not rendered by said Consultant through the date on which Consultant shall receive notice of termination or the effective date thereof. Further, in the event of such termination, the Consultant shall immediately deliver or return to the County of Middlesex all work product produced by or for the County of Middlesex under this Professional Services Agreement.

IX. NOTICE

Any notices which are required to be given or which may be given under this Professional Services Agreement shall be sent to the parties at the addresses shown in the "Parties" Section of this Professional Services Agreement. Service may be given by any means capable of producing a written confirmation of receipt, excluding e-mail.

X. NON-ASSIGNABILITY

Consultant understands that this Professional Services Agreement is an agreement for the personal services of Consultant or its/his/her employees and that it is made by the County of Middlesex in reliance on Consultant's or its/his/her employees' personnel skill and knowledge in the activity to be conducted, and as represented by Consultant. Accordingly, this Professional Services Agreement is non-assignable by Consultant.

XI. REGULATIONS

A. Compliance. The Consultant warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

B. Evidence of Compliance. Whenever required, the Consultant or subcontractor shall

furnish the Client with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

C. Non-discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause

D. Drug-Free Workplace: Consultant agrees to (i) provide a drug-free workplace for Consultant's employees; (ii) 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant maintains a drug-free workplace; and (iv) 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 sub Consultant or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

E. Certification. Consultant understands, represents and warrants to the County that the Consultant is in compliance with all requirements provided by the Acts set forth in this Section XI and that it will remain in compliance for the entirety of the Agreement. A violation of any of the Acts set forth in this Section is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the County in canceling this Agreement shall not be considered as, and does not constitute,

County's consent to such violation and a waiver of any rights the County may have, including without limitation, cancellation of this Agreement.

XII. MISCELLANEOUS

A. This Professional Services Agreement, which includes the Proposal referred to under Section IV, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Professional Services Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.

B. This Professional Services Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue for any dispute arising hereunder shall be the Circuit Court of the Middlesex County, Va.

C. Each of the parties acknowledges the receipt of good and valuable consideration for its/his/her respective agreements contained in this Professional Services Agreement.

D. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Professional Services Agreement as of the _____ day of _____, 2016.

COUNTY OF MIDDLESEX

By: _____
John D Miller, Chairman Middlesex
County Board of Supervisors

ATTEST:

Matt Walker, Clerk of the Board

CONSULTANT

By: Signature

Title

Firm or Name of Individual