

HUNT COUNTY

RFP #150-17

REQUEST FOR PROPOSALS

FOR

SALARY, COMPENSATION AND CLASSIFICATION STUDY



**PROPOSALS WILL BE RECEIVED UNTIL
10:00A.M., WEDNESDAY, JANUARY 11, 2017**

AT THE OFFICE OF

**HUNT COUNTY PURCHASING
2507 LEE STREET, ROOM 104
GREENVILLE, TX 75401**

REQUEST FOR PROPOSALS

Hunt County, Texas is accepting sealed proposals for the following:

"Salary, Compensation and Classification Study"

The proposer shall use lump-sum pricing and the method of payment shall be from operating funds.

Proposals shall be received in the Hunt County Purchasing Department, 2507 Lee Street, Room 104, Greenville, Texas 75401, **until Wednesday, January 11, 2017 at 10:00 A.M.**

The Commissioners' Court shall have the right to reject any and all proposals, or to waive any informalities as may be deemed in the best interest of Hunt County.

TABLE OF CONTENTS

Introduction.....	5
What is Needed.....	5
Scope of Work	5
Training and Maintenance	6
County Provided Services	6
General Terms and Conditions.....	6
Qualifications.....	8
Pricing.....	8
Award of Service	8
Negotiations.....	8
References	9
Selection process	9
Attachments to this RFP	9
Instructions for Responding to this RFP.....	10
Conflict of Interest	11
Termination.....	11
Termination for Convenience.....	11
Termination for Cause.....	11
Termination Due to Unavailability of Funds	11
Tax Exempt.....	11
Indemnification.....	12
Laws Governing	12

Invoicing & Payments 12

Proposal Price Form 13

References 14

RFP Signature Page..... 15

Conflict of Interest Questionnaire 16

Requirement for Certificate of Interested Parties 16

THIS FORM MUST BE INCLUDED WITH RFP-PACKAGE 17

Introduction

Hunt County, herein referred to as "County", is soliciting written proposals from qualified consulting firms experienced in developing a staff compensation and classification study for approximately 400 employees. The purpose of the compensation and classification study is to assist the County in reviewing and analyzing the current staff compensation structure, obtain recommendations for improvements to the existing structure, and obtain recommendations to ensure internal equity and external competitiveness.

The Bidder is requested to identify a multi-phased approach to accomplishing the Scope of Work. Fees are to be submitted for each phase of the plan project.

For additional information, please contact Delores Shelton, Hunt County Treasurer, 2507 Lee Street, Room 106, Greenville, TX 75401. Email: hctreasurer@huntcounty.net or phone at (903) 408-4171.

What is Needed

- An analysis of current staff salaries, staff salary schedules, classifications and practices.
- An analysis of internal job or value equity across work groups.
- Recommendations for a long-term compensation strategy for staff.
- Recommendations for staff salary schedule and step plan.
- External market pricing comparisons for staff positions to include other counties, cities, or other governmental entities and/or relevant private companies and also any relevant databases available to the consultant.
- A description of methodology used in the salary study should be included in the plan.

Scope of Work

- Review job descriptions and conduct job analysis with employees.
- Review exempt and non-exempt status and practices.
- Advise the County of all sources of information (and date) used to determine competitive market salaries.
- Perform cost analysis/financial impact analysis of implementing the proposed changes as well as a proposed implementation schedule.
- Make recommendations for the reclassification or consolidation of staff salary schedules.
- Make recommendations for any adjustments needed to assure internal equity and external competitiveness.

- Assist in developing a communication plan, strategies, or process for any proposed changes to the County compensation structure and job descriptions.
- Present findings and written final report to Commissioners Court, Elected Officials, Department Heads and possibly employee groups regarding the Proposed Implementation of the Compensation and Classification System.

Recommended changes to be considered by the Commissioner's Court for the 2018 Hunt County Budget must be submitted no later than April 7, 2017.

Training and Maintenance

The Consultant will provide training to members of Administrative Services and Payroll staff on the utilization and maintenance of the system. In addition, the Consultant will provide all documentation and related materials so the County will be able to maintain the system independently. All electronic and hard copies will become property of the County.

County Provided Services

The County will provide the following in support of this project:

- Current salary schedules
- Current payroll information for purposes of analysis
- Organizational charts
- Agreements and employee handbooks
- Job descriptions
- Access to County staff as needed
- Other information reasonably required by the Consultant to complete the project

General Terms and Conditions

1. If there are variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in the solicitation, the Special Conditions shall prevail.
2. The Consultant must respond to this RFP by submitting all data required in order for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of the proposal from further consideration for award.
3. Consultant is required to state what they intend to furnish the County in response to this solicitation and must indicate in writing any variances to the terms, conditions, and specifications of this proposal.
4. The County shall issue a written addendum to this RFP if substantial changes are made which impact the submission of proposals. All addendums must be signed by a duly authorized employee of the County. A copy of the addendum will be e-mailed to each Consultant receiving the solicitation.
5. The Consultant is advised that the ONLY official position of the County is that position which is stated in writing and issued by the Purchasing Department as an RFP and any amendments or addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

6. The Proposal must contain a manual signature of an authorized agent of the Consultant in the space provided on the Signature Page. If the Consultant's authorized agent fails to sign and return the Signature Page; its proposal shall be non-responsive and shall not be considered.
7. The Consultant, by affixing its signature to its Proposal, certifies that the proposal is made without previous understanding, agreement, or connection, either with any persons, firms or corporations offering the same items, or with the County. The Consultant also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
8. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. An authorized agent of the Consultant must initial all corrections made by the Consultant.
9. The Proposal shall be submitted in one of the following manners by the due date: one (1) original and three (3) copies in sealed envelopes addressed to the Hunt County Purchasing Agent. Sealed envelopes must be marked with RFP title on front of lower left-hand corner of the envelope. Request for Proposals can be either hand delivered or mailed to the following location: **Hunt County Purchasing Agent, 2807 Lee Street, Room 104, Greenville, Texas 75401**
10. Late proposals received after the date and time set forth in the RFP will not be considered.
11. Modifications to a proposal may only be made by written notice on company letterhead and must be received prior to the time and date set for the deadline. Each modification must be submitted using one of the options listed for submission as with the original RFP. The modification must contain a manual signature of an authorized agent of the Consultant.
12. If more than one modification is submitted, the modification bearing the latest date of receipt by the County will be considered valid.
13. Proposals may be withdrawn prior to the time and date set for the deadline. Any such request must be made in writing on company letterhead and signed by the authorized agent of the Consultant.
14. The County reserves the right, before making an award, to investigate whether the qualifications or services offered by the Consultant meet the requirements set forth in the RFP. The County reserves the right to waive any defects and informalities in any proposal, to reject any and all proposals, take any or all proposals under advisement, or to accept any proposal as may be deemed in the best interest of the County.
15. The County reserves the right to consider historic information and fact, whether gained from Consultant's submission in response to the RFP, question and answer conference, references, or any other source, in the evaluation process of this RFP.

16. Consultant shall not include federal, state or local excise or sales taxes in their proposal prices, as the County is exempt from payment of such taxes.
17. Consultant shall maintain insurance to protect self and the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations, whether such operations be by itself or by any sub-consultant or anyone directly employed by either of them.

Qualifications

To be considered, a consultant must be a full service consulting firm with expertise in the field of compensation analysis and valuation techniques. The consultant should be able to demonstrate that its job classification, compensation system and recommendations have been successfully implemented and maintained in at least three counties or governmental entities or agencies of comparable size and scope.

Pricing

Prices should be specified on the attached proposal form, and any other anticipated costs should also be included and explained by the consultant.

Award of Service

Services will be awarded to the consultant, judged by the County, submitting the best overall proposal in accordance with the specifications and all required documents. The County reserves the right to reject any and all proposals based upon its sole discretion. Any non-responsive proposals will not be considered for award.

Negotiations

The County may or may not conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will only be with the consultant whom the County is considering for award of services. Post-proposal negotiations may be conducted jointly with representatives of the County and consultant's representatives. The consultant's representative shall be qualified and empowered with the authority for answering and giving administrative and technical/price clarifications relative to the proposal.

References

The consultant will provide a listing of all counties in which the consultant has provided similar services. The following information is to be provided for each County: Contact person (appropriate administrator who will have knowledge of the program), company name, address, telephone number, and number of years consultant has provided services to the company/County.

Selection process

The proposals will be evaluated by a selection committee comprised of selected county officials. The overall process will consist of two steps: the first being a review and evaluation of all proposals and the second is the interview phase, if required, for selected finalists.

Evaluation criteria

Members of the selection committee will review and rate each responsive proposal based on the following criteria:

- A. The firm's experience in providing similar services to counties, with emphasis on Texas counties, during the past five (5) years.
- B. Key personnel that will be assigned to the County's project, and their experience with similar projects.
- C. Applicable resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- D. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with County staff, officials, and the public.
- E. Cost (up front, submitted with proposal).

Finalist interviews

The scored evaluation form will produce a list of the top rated firms that will be selected for interviews, if deemed necessary. Telephone interviews may be conducted in order to make a final decision. The County will check references once a short list is determined

Attachments to this RFP

1. Proposal Price Form (required)
2. References (required)
3. Signature Page
4. Conflict of Interest Form (Attached)
5. Certificate of Interest Parties (Form 1295 – Texas Ethics Commission Website)
6. Checklist

Instructions for Responding to this RFP

Submit the proposal in a format that is easy to photocopy. **Please do not** use wire or metal binding. Dividers, if used, must be able to be easily photocopied along with other documents. Loose leaf papers are preferred with a simple clamp closure or three ring binders. The proposal must be organized in the following format:

- A. Title page
- B. Table of contents
- C. Consultant profile including: information on the lead firm(s), joint venture partners, an overview of your firm, history, organizational structure, number of years in existence, length of time in the human resource consulting business, staff size, number and location of offices, areas of expertise, number and type of employees in the local office, description of corporate philosophy/culture and the number and type of clients which you serve.
- D. Information about outside consultants or sub-consultants expected to be used for this project including: name/address/contact information, specialty or role with this project, and years of experience providing compensation studies for counties.
- E. Experience and references for: projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other County entities. Include company name, address, persons to contact, telephone number, a brief description of the project completed by your firm, and date completed.
- F. Information about key personnel that will be assigned to the County project including: the person's name, title, project assignments, years of experience, a brief summary of their work experience, areas of expertise, length of service with your firm, reporting relationships, location, clients, and any other qualifications relevant to the County's project.
- G. Describe your company's approach to the project, including a general overview of the services to be performed, personnel to be assigned and their qualifications, timeframes, deliverables that will be provided to the County.
- H. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. No add on costs will be accepted, unless mutually agreed upon by consultant and County.
- I. Describe what sets your firm apart from your competitors and if there is a particular area of expertise for which your firm is known.
- J. Provide a description and listing of data that would be needed from the County.

- K. Describe the schedule you would propose to review our current job descriptions, meet with employees, review the County's current compensation structure, and assess alternatives and enhancements.
- L. Describe your firm's benchmarking capabilities, access to surveys, date of surveys, process for aging data, if applicable, and web based tools available to clients.
- M. Current proof of Workers Compensation insurance.
- N. Signed signature page.

Proposals must be completed as instructed. Proposals received that do not include all required documents and signatures may be considered non-responsive.

Conflict of Interest

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

Termination

Subject to the provisions below, any contract derived from this RFP may be terminated by either party upon thirty (30) days advance written notice to the other party. If any work or service is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

Termination or Cause

Termination by the County for cause, default or negligence on the part of the consultant shall be excluded from termination costs. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

Termination Due to Unavailability of Funds

If funds are not available to support continuation of the contract, the contract shall be cancelled and the County shall negotiate reasonable termination costs, if applicable.

Tax Exempt

The County and its agencies are exempt from state and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Texas.

Indemnification

The successful proposer shall defend, indemnify and hold harmless Hunt County and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the services supplied hereunder. Any money due the successful proposer under this contract as shall be considered necessary by Hunt County may be retained for the use of the County to secure this indemnity. The successful proposer expressly agrees to defend, indemnify and hold harmless Hunt County and its officers, agents and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of Hunt County, its officers, agents or employees.

Laws Governing

All contractual agreements shall be subject to and governed by the laws of the State of Texas and/or the United States.

Invoicing and Payments

At the conclusion of each Phase invoices shall be prepared and submitted to:

Hunt County Auditors
P.O. Box 1097
Greenville, Texas 75403

Invoice shall include:

Consultant name, address, tax id number, phone number and a description of services provided.

*Proposal Price
Form
RFP #150-17*

"Hunt County Salary, Compensation and Classification Study"

All Inclusive Fee \$ _____

Please provide a multi-phased approach to completion of the Scope of Services. Please describe outcomes for each proposed phase. The County may consider each phase individually or the All Inclusive Fee. If additional space is required, please add additional pages as necessary.

Phase I \$ _____

Phase II \$ _____

Phase III \$ _____

Phase IV \$ _____

REFERENCES:

Bidder must furnish with proposal, a list of three (3) references from customers (preferably other counties or other government agencies) with a similar or larger operation as Hunt County. References must include contact person, company name, telephone number and years of service.

Contact Name

Company Name & Address

Telephone

Years of Service

Contact Name

Company Name & Address

Telephone

Years of Service

Contact Name

Company Name & Address

Telephone

Years of Service

RFP #150-17
Salary, Compensation and Classification Study
Signature Page

Hunt County reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the County.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Consultant is required to complete, sign and return this form with the proposal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone#	Date
E-Mail	Entity Type

Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. **A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.** An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The government entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application and an Instructional Video for Business Entities can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

THIS FORM MUST BE INCLUDED WITH RFP-PACKAGE
PLEASE CHECK OFF EACH ITEM AND
SIGN

"Sealed Proposal Checklist"

"Hunt County Salary, Compensation and Classification Study"

_____ Proposal Price Form (required)

_____ References (required)

_____ Signature Page (required)

_____ Conflict of Interest Forms (required)

_____ Texas Ethic Commission Form 1295 (required)

X

Signature

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.