

# Request for Proposal (RFP) for Human Resources Services

Issue Date: Thursday, December 19, 2019

Deadline for Questions: Monday, January 13, 2020 (Noon, Eastern)

Response Date/Time: 1/23/2020 (2:00 p.m. Eastern)

Response Location:

crcog.bonfirehub.com

# RFP: Human Resources Services

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#### 1 Introduction and Intent

The Capitol Region Council of Governments (CRCOG), seeks proposals from qualified and experienced Human Resources (HR) Service Providers to provide HR Services for CRCOG and its members.

CRCOG and CRCOG members (especially some smaller members) have expressed a need for occasional or on-call human resources assistance. Potential services requested range from reviews of policies, salary ranges, wage analysis, as well as emergency needs regarding personnel matters.

CRCOG serves as the umbrella contracting authority on behalf of its members who will participate via a side letter.

It is CRCOG's intent to award a contract for a two year term, with options for additional extensions.

#### 2 BACKGROUND AND OVERVIEW

#### 2.1 Overview of CRCOG

The Capitol Region Council of Governments (CRCOG) is a voluntary Council of Governments formed to initiate and implement regional programs of benefit to the towns and the region. It is guided by the chief elected officials of our 38 Metro Hartford municipalities. The mayors, first selectmen, and town council chairmen who make up our governing Policy Board recognize that the future of our individual members is tied to the future of our region. Our members have collaborated for more than 50 years on a wide range of projects to benefit our towns individually and the region as a whole. CRCOG serves the Capitol Region and all our municipalities by:

- Helping members improve governmental efficiency and save tax dollars through shared services and other direct service initiatives;
- Promoting efficient transportation systems, responsible land use and preservation of land and natural resources and effective economic development;
- Strengthening the Capitol City of Hartford as the core of a strong region, and as our economic, social and cultural center;
- Advocating for the region and its towns with the State and Federal governments;
- Strengthening our regional community by helping coordinate regional agencies and programs; and
- Assisting local governments and citizens in articulating, advocating and implementing the vision, needs and values of their regional community.

# 2.2 Capitol Region Purchasing Council

CRCOG also administers the Capitol Region Purchasing Council of over 100 towns and member municipalities. The Capitol Region Purchasing Council was created in 1968 in

response to CRCOG member towns' needs for regional procurement of common goods and services. Today, we serve over 100 municipalities, Board of Education and other government entities in the State of Connecticut.

## 2.3 Program Structure

The intention of this program is to provide HR on-call services to all CRPC members, with an expectation that the services will focus on the needs of the smaller towns.

CRCOG would administer the master contract with the on-call HR Service provider(s) and participating members would piggy-back on the master contract via a side letter agreement. Because the potential needs are wide and the scope of services are broad, CRCOG will enter into as many contracts as needed to provide expertise in the different scopes of services outlined below.

In CRCOG's cooperative programs, the vendor generally collects an administrative fee on behalf of CRCOG. Although the administrative fee has varied from program to program, CRCOG's target administrative fee for this program is 1%.

Members will define their needs and work with the chosen vendor(s) to develop a scope of work (SOW). The SOW will be based on fees outlined in the master contract.

### 3 Scope of Services

The following is a list of areas / expertise for which CRCOG anticipates its membership will use the HR Service Provider. Services will be tailored to the individual members' needs and additional services may be defined between the member and the HR Service Provider in the individual SOW. Service Providers need not be able to perform all areas below. Respondents should outline which services they propose to perform.

## 3.1 Classification and Compensation Studies or Review

The following is a sample scope of a classification and compensation review.

The study shall include an examination of the classification and compensation system and shall make recommendations for compensation policies, procedures and practices. The development of a comprehensive classification/compensation plan shall be based upon an objective analysis and evaluation of job content. The studies shall be conducted in accordance with generally accepted compensation methods, and applicable federal, state, and local laws, statutes, and ordinances. The overall classification and compensation plan must provide internal equity and yet be competitive in the marketplace in attracting and retaining qualified employees.

## 3.1.1 Classification Studies

- 1. Review current classification grade methodology and propose recommended strategies.
- 2. Update and/or create job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications, working conditions, license requirements, and standby responsibilities, for classifications as needed.
- 3. Identify management, supervisory, professional, technical, and general employees, including Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
- 4. Compare Position Descriptions Questionnaires to existing job descriptions.
- 5. Analyze existing internal hierarchy based on job relationships, identify problem areas within the internal hierarch system, and propose implementation methods to correct identified problems.
- 6. Identify career ladders for classifications as deemed appropriate.
- 7. Present proposed recommendations to Member for review prior to making any final classification determinations.

#### 3.1.2 Compensation Studies

- 1. Recommend and identify a market position for Member
- 2. Develop a comprehensive labor market salary survey that reflects the public sector to include localities as determined by the Member
  - a. Market salary survey comparison for each benchmark by minimum, midpoint, and maximum.
  - b. Prepare cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification.
  - c. Comparison of the Member's current pay plan (average and median) to each benchmark position by minimum, midpoint, and maximum.
- 3. Recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.
- 4. In addition, recommend salary range to include percent spreads between ranges and within ranges for each position based on median and mean salary of comparable municipalities. Prepare a new salary structure based on the results of the survey and best practices.
- 5. Recommend implementation strategies including calculating the cost of implementing the study.
- 6. Provide electronic documentation in formats as approved by the Member.
- 7. Conduct analysis of pay policies and practices and develop recommendations for the ongoing internal administration and maintenance of the proposed classification and compensation plan.
- 8. Conduct a compression analysis to include any recommendations for implementation.

#### 3.1.3 Study Conclusion

- 1. Prepare a written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan.
- Provide instructional information to allow Member staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
- 3. Potentially attend meetings, if requested, throughout the process to explain the methodology, survey results, and recommendations.

# 3.2 Investigations

The following is a sample scope of Investigations.

## 3.2.1 <u>Conduct Investigation</u>

The Service Provider shall:

- 1. Meet with the appropriate Member's staff within three (3) days of notice to discuss the allegations to be investigated (or within three (3) days of signing the SOW, if needed, whichever is later). Advise on whether an investigation will be necessary and advise on the management on best practices for misconduct.
- 2. Provide an investigative plan within two (2) days of the initial consultation, detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.
- 3. Determine the most appropriate investigative method(s) to be used, for each investigation in conjunction with the Member's designee.
- 4. Interview witnesses, complainants and other persons, gather documents, prepare witnesses, affidavits, and supporting documentation, and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation and support any conclusions regarding violations of Member policies and/or state or federal law.
- 5. Evaluate all evidence gathered in each investigation to formulate defensible investigative conclusions regarding the alleged violations.
- Provide updates to Member's designee on the progress of the investigation, including any anticipated changes to the established timeline, on a weekly basis or as requested.

#### 3.2.2 Report Findings

The Service Provider shall:

- 1. Prepare a written report that documents the entire investigation process, to include but not limited to:
  - a. the allegation or the employee conduct being investigated;
  - b. the investigative methodology and procedures utilized in the investigation;
  - c. individuals interviewed, evidence reviewed, the credibility of the individuals interviewed, and documents reviewed;

- d. the actions taken in furtherance of the investigation;
- e. the facts gathered during the course of the investigation;
- f. the investigator's evaluation of the facts; a determination if any of the Member's policies or departmental standard operating procedures (SOPs), state or relevant laws have been violated.
- 2. Submit a final written report with supporting documentation, findings and recommendations with all evidence, and applicable materials to the Member's designee within ten (10) workdays after the completion of the investigation. Along with the report, the Service Provider shall also provide copies of recorded interviews, surveillance recordings, if applicable, and any other applicable evidential support used to validate the written findings, and applicable recommendations.
- 3. Within five (5) business days of the delivery of the written report, the assigned Investigator may be required to conduct a debriefing session with the Member's designee, and the applicable department head or other members of the Member's leadership team.

## 3.2.3 Other Requirements

The Service Provider shall:

- 1. Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations. Service Provider should have a familiarity with federal and state statutes as well as experience with union and non-union investigations and procedures.
- 2. Participate in administrative hearings, in court, or other official proceedings that result from the investigations.
- 3. Maintain records of investigations in accordance with applicable law.

#### 3.3 Training Needs

From time to time Members may require training for their employees in various areas. Some example areas of those training needs include (but may not be limited to):

- Sexual harassment
- Diversity
- Ethics
- Management Training (e.g. progressive discipline, personnel contracts, etc)

#### 3.4 General HR Needs

Members may require general HR needs. These may include (among other items). Assistance with:

- day to day HR needs
- personnel matters / circumstances
- disciplinary issues
- employee conflict resolution needs
- employee relations

- consultation on HR topics or concerns
- policy reviews
- other needs

# 4 MINIMUM QUALIFICATIONS

The following minimum qualifications must be present for a Service Provider to be considered for award of a contract under this RFP:

- 1. All required licensures, registrations and certifications to do business in the State of Connecticut.
- 2. Experience working with public entities to provide Human Resources services.

# 5 Preparing a Response

By submitting a response, respondents represent that they have thoroughly examined and become familiar with the scope of services outlined in this RFP and are capable of performing the work to achieve the objectives.

Respondents are asked to submit all responses to crcog.bonfirehub.com. Respondents must submit electronic versions of all documents via crcog.bonfirehub.com. Please note, if you have alternate proposals, you may submit those under the appropriate section as "alternate proposals".

#### 5.1 Questionnaire.

All respondents are required to fill out the questionnaire for this RFP. This questionnaire has 2 tabs that need to be completed. They are as follows:

- Company Information and offered services. For offered services: please indicate which services you are offering in your response.
- Current Users and References. Submit five current clients (Note: <u>Government references are strongly preferred</u>). If you have additional references you would like to submit, please submit it as a separate document under Relevant Experience.

### 5.2 Relevant Experience.

This is a word document the respondent should submit. Please note which sections of the RFP (Classification and Compensation Studies or Review, Investigations, Training Needs, General HR needs) to which you believe your experience applies. This is a detailed description demonstrating significant experience providing Human Resources services to other public agencies. Indicate how long you have been offering these services.

(Note, if any work will be subcontracted out, please submit a **separate** document in this section that describes that work)

# 5.3 Resume(s) / Experience of Key Team Member(s).

This document should also outline specific resume(s)/experience of key team member(s) who will be performing the service(s). Please indicate specific certifications and years of experience in Human Resources in the public sector.

# 5.4 Fee Proposal.

This is an Excel spreadsheet (.xls or .xlsx) vendors are required to submit. A template is provided.

CRCOG reserves the right to negotiate fees and project scope with the successful respondent if it is deemed to be in the agency's best interest. All proposals submitted shall be considered valid for at least one hundred and twenty (120) days from the opening date.

Please note, alternate proposals will be accepted for this section.

#### 5.5 Insurance.

All respondents are required to submit, with their responses, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the respondent's current coverages and limits for General Liability, Automobile Liability, Professional Liability and Workers' Compensation Insurance as appropriate for the project work required herein.

## 5.6 Additional Required Data.

The respondent should also submit the following:

- A statement accepting of all terms, conditions and requirements contained in the RFP. If you do not accept all terms, conditions and requirements, please submit a separate document that details an explanation.
- Statement stating you are legally licensed/registered to do business in Connecticut.
- Non Collusion Certification: The company should certify that this RFP is being submitted without any collusion, communication or agreement as to any matter related to the RFP with any other respondent or competitor.

Responses must be submitted no later than the time and date outlined on the coversheet. Responses should be submitted as outlined on the coversheet.

Any responses received after this date and time will not be considered. The clock used by bonfirehub.com will be considered official.

# 6 QUESTIONS

Questions shall be submitted **only via crcog.bonfirehub.com via "messages"** by **the time and date on the coversheet**. No oral interpretations shall be provided. Responses shall be posted as addenda to bonfirehub.com. It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

# 7 RFP GENERAL TERMS AND CONDITIONS

# 7.1 Acceptance or Rejection by the Capitol Region Council of Governments

The CRCOG reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the CRCOG and its members. Respondents whose proposals are not accepted shall be notified in writing.

# 7.2 Ownership of Proposals

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

# 7.3 Changes to Proposals

No additions or changes to the original proposal will be allowed after submittal.

# 7.4 Contract Requirements

A formal contractual arrangement will be entered into with the service provider, selected as per the CRCOG standard form of agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any Contract award.

#### 7.5 Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

#### 7.6 Waiver of Informalities

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

#### 7.7 Collusion

By responding, the respondent implicitly states: that his/her proposal has not been made in connection with any other competing respondent submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or

fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CRCOG either directly or indirectly assisted in the respondent's proposal preparation.

# 7.8 Assigning/Transferring of Agreement

Any successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

#### 7.9 Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the vendor; or if the vendor fails, in the opinion of the Agency, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the Agency.

# 7.10 Severability

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

### 7.11 Affirmative Action

The Towns participating in this RFP are equal opportunity employers and require an affirmative action policy from all contractors and vendors as a condition of doing business with the towns, as per Federal Order 11246. By signing the proposal sheet for this bid, all vendors and contractor agree to this condition of doing business with the towns and should the towns choose to audit their compliance, the vendor agrees to cooperate fully.

#### 7.12 Insurance Requirements

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire transition and contract period the following insurance coverages covering the Respondent and all its agents, employees and sub-contractors and other providers of services, and shall name the Capitol Region Council of Governments and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. In addition:

- A. All policy forms shall be on the occurrence form.
- B. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- C. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- D. Each certificate shall contain a 30 day notice of cancellation.
- E. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

## Required insurance coverage:

- A. **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the Vendor's cost.
- B. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Vendor to pay and/or indemnify.
- C. **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated above.
- D. **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- E. **Excess Liability Umbrella Form** over sections B, C, and D-Employers' Liability with limits up to \$4,000,000.

#### 7.13 Hold Harmless and Indemnification

In addition to its obligation to provide insurance as specified above, the Vendor, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the Vendor during the Vendor's performance of this Agreement or any other Agreements of the Vendor entered into by reason thereof. CRCOG agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

# 8 RFP EVALUATION AND AWARD CRITERIA

Proposals shall be evaluated by using the following criteria:

Element	Weighting
Relevant experience	30
Project Team experience and quality	25
Quality of References	15
Fee Proposal	30
Minimum Requirements Met	Pass/Fail
Non-Collusion Statement Answered as True	Pass/Fail

Selection shall be made of one or more respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the respondent(s) so selected as responsible and responsive. After negotiations have been conducted with the respondent so selected, the CRCOG shall select the respondent(s) which, in its opinion, has made the most highly advantageous proposal, and shall award the contract to that respondent if it so chooses.

Should CRCOG determine in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that respondent. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.