



Le Sueur County, MN

Tuesday, February 26, 2019

Board Meeting

Item 7

9:50 a.m. Darrell Pettis, County Administrator

1. Classification/Compensation Plan

Staff Contact:

Le Sueur County, Minnesota
Request for Proposals
Employee Classification and Compensation Study
March 1, 2019

I. Purpose

Le Sueur County is inviting proposals from qualified firms for an Employee Classification and total Compensation Study. This Request for Proposals (RFP) is issued on behalf of the Le Sueur County Board of Commissioners, Le Center, Minnesota. The County Board intends to maintain a job classification and compensation system that meets the following goals:

1. Complies with Minnesota Statutes 471.991-471.999, known as the pay equity law;
2. Establishes fair and equitable compensation relationships within the organization;
3. Reflects relevant market conditions outside the organization;
4. Is applied organization-wide professionally, consistently and objectively;
5. Has employee input and participation as an integral part of the study;
6. Is maintainable after implementation by both the County and the consultant in a manner that preserves and enhances the integrity, validity and reliability of the system.
7. To further those goals, a complete review and evaluation of the exiting systems is to be accomplished.

The selection process will award the project to the best combination of qualifications, responses to the scope of services, and cost. The County and preferred firm will negotiate the final scope and terms after selection by staff, but prior to Board approval.

Following a review, interview, and ranking of the proposals by County Staff (LMC) a recommendation for award will be made to the County Board. A final decision for award will be made by majority vote of the County Board following successful negotiations of the terms, including costs, with the preferred Consultant. During the evaluation process, the County reserves the right to request additional information or clarifications from proposers.

This RFP is an invitation by Le Sueur County for consultants to submit an offer, which may be subject to subsequent discussion. It is not a request for competitive bid. Submittal of a proposal does not create a right in or expectation to a Contract with Le

Sueur County. Le Sueur County reserves the right to reject any or all proposals and the County further declares that it will not incur financial obligation for any costs by any company in preparation of their proposal.

It is anticipated that selection of a firm will be completed by May 21, 2019.

II. Background

Le Sueur County is located in south central Minnesota with Le Center as the County Seat. Le Sueur County employs approximately 204 full time and 57 part time employees. There are five collective bargaining units representing approximately 117 employees from the Courthouse, Human Services, Law Enforcement Deputies, Law Enforcement Jailers / Dispatchers, and Highway Maintenance. Four of the bargaining units are Teamsters and one is the International Union of Operating Engineers. Three year contracts with all five bargaining units were approved in 2018. Contracts are approved through 2020.

The County's current Classification and Compensation Plan was prepared by Springsted in 2012 and was implemented in 2013. In 2017, Springsted completed a Market Study for the County.

These are approximately 96 classifications in the current classification system. The County has maintained position descriptions for each position which include General Definition of Work, Qualification Requirements, Essential Functions, Knowledge, Skills and Abilities, Education and Experience, Physical Requirements, Special Requirements and Other Requirements. Statutory requirements and position questionnaires have been the basis for evaluating the points for each position.

Compensation is based on an eight (8) step and a 21 grade scale.

The County Administrator and Human Resources Director shall serve as the managers for the project.

III. Scope of Services

It is anticipated that the project will be awarded in 2019, with implementation January 2021. Classification and compensation services shall include, but not be limited to:

1. Project orientation with the County's Human Resources Committee to outline and establish:
 - a. The scope of the planned study, its procedures, methods, intended outcome and timeline.
 - i. Assurance that the study is based on thorough understanding and full and complete review of all positions.
 - ii. Assurance that all persons understand the reasons and methods involved.
 - b. The type of system to be used.
 - i. Job evaluation method.
 - ii. Integrating market compensation with pay equity.
 - c. The type of written materials to be use.
 - i. Explanatory materials, questionnaires, job descriptions, etc.
 - d. The ongoing schedule of contacts / updates throughout the study.
 - i. Meetings with all employees, Department Heads, Human Resources (HR) Committee and Board of Commissioners.
 - ii. Appeals
 - iii. Project Managers.
2. Review and evaluate the current job descriptions.
 - a. Define any needed clarifications to job descriptions using;
 - i. Written information and / or interviews.
 - ii. Contacts with all employees.
 - iii. Supervisor review of information.
 - b. Insure that job descriptions include all elements of the position.
3. Establish job evaluation system.
 - a. Evaluate responsibilities, duties, qualifications, working conditions, physical requirements and all other relevant considerations for each position to determine its value per Mn Statutes 471.991 – 471.999
 - b. All Department Heads and Elected Officials will be included; Elected Officials will be included for purpose of determining a salary range only.
 - c. Standardizes and reduces the number of classification in the county, if appropriate.
4. Develop principles of comparability to external labor markets (public and private).
 - a. Define appropriate comparison organizations (counties and cities taking into account size, proximity, tax base, etc.) making up the labor market for each position.
 - b. Ensure adequate sample size to provide meaningful market comparisons.

- c. Gather current and accurate market data to satisfy defined criteria.
5. Perform job evaluation and market comparability study.
 - a. Conduct internal and external position comparisons.
 - b. Prepare draft classification / compensation systems based on results.
 - c. Conduct appeals process for employees who have grounds to believe their position was improperly classified.
6. Provide an option to educate appropriate staff in regard to designing an objective Performance Based Review Tool that:
 - a. Best represents the recommended new pay classifications with the ability to add department specific criteria.
 - b. Consultant training of appropriate staff as to the proper use of this tool if chosen.
7. Design and recommend an implementation plan as a result of the study outcomes.
 - a. Propose compensation plan based on study results.
 - i. Define appropriate number of related pay ranges and number of steps in each range.
 - ii. Define the appropriate weight given to internal equity and external market comparisons in developing a pay plan.
 - iii. Integrate both the job evaluation ranking and market comparisons into the recommended pay levels according to a consistent approach for all positions.
 - b. Prepare a final report setting forth the project results and recommendations incorporating any changes resulting from the appeal process, which will be presented to the County Board of Commissioners.
 - c. Recommend the best possible approach to coordinating the recommended pay plan with current collective bargaining agreements and wage plans, including timelines for implementation of the pay plan, consistent with County budget considerations.
 - d. Describe in detail the ongoing and long-term maintenance of the classification system and detail the roles of both the consultant and the County in this effort.
 - e. Upon implementation of the compensation plan, the consultant will provide training to County staff on the utilization and maintenance of the system.
8. Provide analysis of comparable cafeteria plan contributions.

IV. Proposal Requirements

All proposals must be received by April 1, 2019 and be addressed to:

Cindy Westerhouse
Human Resources Director
Le Sueur County
88 South Park Avenue
Le Center, MN 56057
cwesterhouse@co.le-sueur.mn.us

Le Sueur County reserves the right, in its sole discretion, to select the firm based on the County's evaluation and review of the proposals and such relevant information as the County shall have before it, and based upon the determination as to which proposal best meets the County's needs.

Proposals shall contain the following information, organized according to the outline below for clarity and ease of comparison:

1. A detailed summary of the compensation study process and procedures to be utilized to provide the services specified in the Scope of Services requested, including:
 - a. A detailed project work plan with estimated time frames outlined.
 - b. Involvement required of County staff.
 - c. How objectivity and impartiality in this process will be ensured.
 - d. How a full and complete review and understanding of positions will be ensured.
 - e. The process to be used to gather information, involving written material and / or interviews.
 - f. The appeals process.
 - g. The timing and sequence of proposed contacts with County employees and officials, including;
 - i. Information meeting with employees and the (HR) Committee.
 - ii. Project Updates.
 - iii. Meetings with the Board of Commissioners.

- iv. Other proposed meetings.
2. Sample forms to be used to determine position / classification information.
3. Tentative timeline for the project.
4. Proposed fees and the scope of services, broken down individually for each project, for each of the following project components:
 - a. Position analysis;
 - b. Position descriptions;
 - c. Position classification/ranking/grades/suggested step increase increments;
 - d. External wage survey; and
 - e. Preparation of all final documents of the plan, hard copy and electronic, including guidelines for plan implementation and administration.
5. The fee schedule shall include the hourly rate of the principals involved, a breakdown of anticipated expenses, and total estimated cost of each project.
6. A not to exceed lump sum fee for each project.
7. Clear definition of optional/additional services and reimbursable costs not included in the base fee, and an hourly rate for post-contract services.
8. Description of post-contract services related to maintenance of the classification plan.
9. A statement summarizing the firm's expertise and experience in performing comprehensive classification and compensation studies, providing a brief overview of the history and structure of the firm.
10. Resumes with educational background and work history for each firm member performing work under the scope of this request for proposal.
11. References from local units of government in the State of Minnesota who have used the firm for similar services and are now using the system.
 - a. References should include a point of contact from the other jurisdictions.
 - b. Provide examples of work performed for the references.
12. Any other items required in the Selection Criteria.
13. Proposing firms shall submit eight (8) hard copies of the proposal, signed by representatives of the proposing firm, and an electronic version in Portable Document Format (PDF) file format.

V. Selection Criteria

All submitted proposals will be reviewed by the Labor - Management Committee. Proposals will be considered based on their quality and content as well as proposed fees.

From this review, finalists may be selected. The Labor – Management Committee may interview finalists either telephonically or in person, or may forego interviews and recommend the consultant based upon the information provided. Professional references will be investigated for finalist applicants. The basis for final selection of the consultant will include, but is not limited to, the following criteria:

1. Professional qualification including credentials for each person assigned to work on the Le Sueur County projects.
2. Experience developing and/or maintaining classification and compensation systems in governmental jurisdictions, particularly in County government.
3. Description of the type of job evaluation system(s) the firm is familiar with, including discussion of factors deemed necessary for successful implementation and maintenance of the system(s).
4. Proposed contract terms, including a fee schedule and a payment plan based upon measurable contract milestones.
5. Ease and method of post-contract maintenance of the classification and compensation system.
6. Professional references. Any and all past relationships of the proposing firm and individuals working for it with Le Sueur County or their employees shall be disclosed.
7. The results of a personal interview/presentation, if conducted, with Le Sueur County.

The Le Sueur County Board of Commissioners reserves the right to reject any or all proposals, and the County further declares that it will incur no financial obligations for any costs by any company in preparation of the proposal. The County reserves the right, in its sole discretion, to select the firm based on the County's sole evaluation and review of the proposals and such other relevant information as the County shall have before it, and based upon the County's determination as to which proposal best meets the County's needs.

During the performance of any contract awarded as a result of this RFP, the Provider agrees to the following:

1. No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, national origin, sexual orientation, or political affiliation be excluded from full employment rights in.
2. Participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.
3. All data collected, created, received, maintained or disseminated or used for any purposes in the course of execution shall be governed by the Minnesota Government Data Practices Act. The designee for release of the information shall be the Le Sueur County Administrator.
4. No change in personnel assigned to the project will be permitted without prior written approval of the County.
5. The Company agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to the contract.
6. The Company shall provide a Certificate of Insurance including, but not limited to, general liability, automobile liability and workers compensation coverage with submission of the RFP. Required Policy coverage limits are listed in the Insurance Requirements section.
7. The Company further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of the contract keep in force.
8. Prior to the effective date of this contract, and as a condition precedent to the contract, the Company will furnish the County with Certificates of Insurance listing the County as an "Additional Insured".
9. It is agreed that nothing contained herein shall be constructed as creating or establishing the relationship of co-partners or joint venture/enterprise between

the County and the Company for any purpose or in any manner whatsoever. The Company is to be and shall remain an independent contractor with respect to all services performed. Further, the independent contractor shall be responsible for its own taxes and benefits of its employees and/or agents.

10. If it becomes necessary to revise any part of this RFP, additional addendums will be supplied to all firms receiving this RFP.

Project Schedule:

A schedule of major tasks and activities is identified as follows:

Issue RFP	March 1, 2019
Questions and Requests for Clarification Due	4:00 PM, March 15, 2019
Answers Provided by Addendum	March 22, 2019
Proposals due	2:00 PM, April 1, 2019
Proposals Reviewed by Labor –Management Committee	April 9, 2019
Interviews	April 15 to May 10, 2019
Labor – Management Committee recommendation to County Board	May 14, 2019
County Board consideration	May 21, 2019
Prepare contracts / Professional Service Agreements	June, 2019
Start Project	July 1, 2019
Project Completion	May 1, 2020

Insurance Requirements

The Consultant awarded this contract shall maintain in force during the duration of the agreement insurance as follows:

General Insurance – Consultant shall maintain in force for the duration of the agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1.5 million per occurrence and \$2 million in the aggregate. Automobile liability (owned, non-owned and hired) insurance with limits not less than \$1 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of Minnesota. The County of Le Sueur, its officials, employees, servants, and agents will be named as additional insured as respect to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance shall be primary and shall be paid and applied first in its entirety to any application of insurance the County may carry on its own.

Professional Liability – Consultant shall maintain in force during the duration of the agreement (and, if it is a claim made policy, for a year following completion of the project) a Professional Liability policy with limits of not less than \$2 million utilizing a firm licensed to do business in the State of Minnesota. The County of Le Sueur, its officials, employees, servants and agents will be named as additional insured as respect to work or services performed under this agreement. This applies to both work in progress and completed operations.

Workers' Compensation – Consultant shall provide and maintain Worker's Compensation coverage for and supplies, officers, agents, or partners, as required by applicable Worker's Compensation laws.

For further information contact:

Cindy Westerhouse
Human Resources Director
Le Sueur County
88 South Park Avenue
Le Center, MN 56057
cwesterhouse@co.le-sueur.mn.us

Le Sueur County, Minnesota
Request for Proposals
Employee Classification and Compensation Study

_____ Agrees to provide Le Sueur County with professional consulting services and we will provide the following (provide an itemized list below pursuant to Section IV:

Itemized Listing of Services:

Total (Not to Exceed) \$ _____

Along with this proposal we have included background information about our firm, references, project schedule, cost and pricing analysis and project overview.

Signature

Date