



**REQUEST FOR PROPOSAL
INVITATION TO SUBMIT PROPOSAL
2023-0420-001 Compensation/Salary Study**

The Board of County Commissioners will receive sealed proposals for a Compensation/Salary Study, until 4:00 p.m. MST, April 19, 2023 at the office of the Morgan County Commissioners, 218 West Kiowa Ave, Fort Morgan, Colorado. Proposals will then be publicly opened and read aloud April 20, 2023 at 9:00 a.m. Location of proposals opening will be at 218 West Kiowa Ave., Fort Morgan, Colorado, at the Morgan County Commissioners Office. You may also attend via Zoom.

Topic: RFP 2023-0420-001 Salary Structure
Time: Apr 20, 2023 09:00 AM Mountain Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/86357064499?pwd=akNWdisxTXpEVjZMWGdwWD A1LzRadz09>

Meeting ID: 863 5706 4499
Passcode: 199411
One tap mobile
+17193594580,,86357064499#,,,,*199411# US
+12532158782,,86357064499#,,,,*199411# US (Tacoma)

Dial by your location
+1 719 359 4580 US
Meeting ID: 863 5706 4499
Passcode: 199411
Find your local number: <https://us02web.zoom.us/j/86357064499>

The RFP documents are on file in the office of Administrative Services Department at 218 West Kiowa Avenue, Fort Morgan, CO and also on the Morgan County Website at www.co.morgan.co.us

All Proposals can be submitted as follows:

- Email – Proposals (10 pages or less) may be emailed to: bccadmin@co.morgan.co.us. Emailed proposals must include the following statement on the email: **“I hereby waive**

my right to a sealed proposal”. An email confirmation will be sent when the County receives the proposal within 24 hours of normal business hours.

- Hand delivery - Two (2) copies of the proposal may be hand delivered to the Office of the Board of County Commissioners, 218 W. Kiowa Ave. Fort Morgan, CO 80701.
- Mail - All proposals must be clearly marked on the envelope **RFP 2023-0420-001— Compensation/Salary Study**.

Please address as follows:

Morgan County
Attn: Karla Powell, Administrative Services Manager
218 W Kiowa Ave
Fort Morgan, CO 80701

Karla Powell
Administrative Services Manager
Morgan County, Colorado

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Complete RFP packet has 17 pages of documents

GENERAL INSTRUCTIONS TO RESPONDERS

1. A “proposal” is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a responder to provide the work specified in the Request for Proposals for the compensation specified.
2. Responses shall be clearly marked **RFP 2023-0420-001 Salary/Compensation Study** with the work name, contact person, email address, mailing address, and telephone number of the responder.
3. It shall be the responsibility of the responder to ensure that the response is in proper form and in the County’s possession by or before the time and date designated in the Request for Proposals. Responses will not be accepted after the designated time and date. Any proposal received late will be returned to the responder unopened, if possible.
4. If a mistake is made or discovered during or after the County’s review of responses, the County reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the County, in its sole reasonable discretion, shall decide whether to accept or reject the proposal. No advantage shall be taken by any party of manifest clerical errors or omissions in any proposal. Responders shall notify the County immediately of any errors or omissions that are encountered.
5. Any item which does not meet all of the terms, conditions, or specifications of this package must be clearly indicated on the exceptions section of the Proposal Reply Form or on a separate sheet of paper and returned with the proposal.
6. The County shall not reimburse any responder for any cost incurred in preparing a proposal or attending equipment demonstrations, inspections, pre-proposal conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a response shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a RFP. The County is not responsible for any amplification, clarification, explanation, or interpretation or correction of a proposal not contained in written addenda.
8. The County reserves the right to determine, in its sole reasonable discretion, whether any proposal meets the needs or purposes intended and is within the approved budget. The County does not base its award on prices alone. Also to be considered are: quality of product; past experience with the responder or any subcontractors, consultants, products or suppliers; qualifications of the responder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.

9. The final award shall be made by the Board of County Commissioners in the best interests of Morgan County. **Morgan County may grant a 5% preference to local businesses. A local business shall be a business which maintains a physical place of business in Morgan County.**
10. The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any proposal to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any responder, manufacturer or supplier. The purpose of such investigation is to satisfy the County that the responder has the ability to supply the specified product and to perform the necessary warranty and product support in accordance with the RFP in the prescribed manner and time.
11. The County reserves the right, if it deems such action to be in its best interests, to reject any and all responses or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any responder shall be grounds for rejection of the proposal. If proposals are rejected, the County further reserves the right to investigate and accept the next best proposal in order of ranking, or to reject all proposals and re-solicit for additional proposals.
12. No proposal shall include federal excise taxes or state or local sales or use taxes.
13. Each proposal shall include a statement of standard warranty of the manufacturer.
14. Any response received as a result of this request is prepared at the responder's expense and becomes County property and is therefore a public record upon opening by the County.
15. If responder considers any of the information being submitted to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, it is responder's responsibility to label the information as such. Otherwise, all information submitted shall be available as a public record for public inspection.
16. By submitting a proposal, the responder acknowledges that (a) the preparation of the proposal, and other quotations herein contained, does not obligate the County in any way; (b) the County assumes no obligation to enter into an agreement for the product; (c) all responsive documents are understood; and (d) the responder has the ability to deliver the product/equipment as specified herein in accordance with the RFP.
17. No proposal may be withdrawn for a period of sixty (60) days after the deadline for proposals

REQUEST FOR PROPOSAL REQUIREMENTS

1. The Board of County Commissioners will receive sealed proposals for Compensation/Salary Study, until 4:00 p.m. MST, Thursday, April 19, 2023 at the office of the County Commissioners, 218 West Kiowa Ave, Fort Morgan, Colorado, at which time all proposals will be publicly opened and read aloud. Location of proposal opening will be at 231 Ensign, Fort Morgan, Colorado, assembly room, basement of the Administration Building
2. Morgan County Government currently employs approximately 270 regular full-time management, professional, administrative and operational employees. Of these, 16 are appointed and 9 are elected. In addition, 20 to 30 seasonal/temporary employees.
3. Morgan County Government is seeking proposals from qualified firms to perform a compensation/salary study. The study will include reviewing Morgan County job descriptions and their placement on the current salary structure for the County.
4. Any variations to the specifications or options listed below must be noted on the Exceptions to Proposal Section.
4. Proposal should include the following:
 - What is the official registered name of your company/firm and headquarters location?
 - Who is the key contact? Name, title, telephone and e-mail address
 - How long has your company been in business?
 - The Consultant shall provide a statement of particular expertise and experience in performing compensation/salary studies for governmental entities.
 - The Consultant shall provide a brief overview of the history and structure of the firm who will provide the service.
 - The Consultant shall provide resume(s) with the educational background and work history for each team member or consulting firm performing work under the scope of this Request for Proposal. The team member listing shall include a summary of what responsibilities and role each member will have in the completion of the project.
 - The Consultant(s) shall provide a minimum of five (5) references for public sector work completed within the last three (3) years. The list should include contact name, address, telephone number and e-mail address for each reference. Morgan County Government reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.
5. Cost Proposal
 - The Consultant shall provide a project approach, detailed work plan, a project schedule containing deliverables.

- The Consultant shall include a timetable of tasks to conclude the project within a 60-day timetable. Fees related to each task shall be itemized.
 - Provide a summary of billing rates or a fee schedule, including rates or fees for additional services of benefit to the project.
 - Include a “not to exceed” amount for the project.
6. All Proposals submitted must include Three (3) copies of the submitted documents. Please return the three copies in one envelope/package, clearly marked “2023-0420-001 Compensation/Salary Study”

PURPOSE AND SCOPE

RFP Title: Compensation/Salary Study

Posting Date: April 6, 2023

Proposal submission deadline: April 20, 2023 before 9:00 a.m.

Purpose of the RFP:

Morgan County Government is seeking a comprehensive review of current job descriptions and placement on the salary structure.

Morgan County Government, Fort Morgan, Colorado currently employs 260 fulltime employees and 30 part time seasonal employees. Departments include: Board of County Commissioners, Building Maintenance, Communication Center, County Assessor, County Clerk and Recorder, County Coroner, County Treasurer, Department of Human Services, Emergency Medical Transportation, Emergency Management, Extension Service, Fleet, Finance and Accounting, Human Resources, Information Systems, Planning and Zoning, Road/Bridge, Sheriff's Office, Solid Waste, and Tourism.

Scope of Services:

This project shall perform an extensive review of job descriptions and their placement on the Morgan County salary structure. Systematically complete internal salary relationship analysis by departments and positions for appropriate salary grade on salary schedule. Identify and recommend changes to position placement on the current salary structure that are in alignment with the County's organizational requirements budgetary constraints.

Objective:

The Board of County Commissioners will analyze the data received to determine salary structure with the goal of recruiting and retaining employees in a highly competitive market.



**REQUEST FOR PROPOSAL
INVITATION TO PROPOSAL
2023-0420-001 Compensation/Salary Study
Proposal Reply Form**

Name and Address of Proposal:

Name of Company _____

Address of Company _____

Phone Number _____ Fax Number _____

Representative _____ Title _____

Signature _____

Phone Number _____ Fax Number _____

Email Address _____

Exceptions to Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this Choose an item. day of Choose an item., 20Choose an item. (the "Effective Date"), by and between Morgan County, Colorado, a Colorado county acting by and through its Board of County Commissioners with a principal place of business at 218 West Kiowa, Fort Morgan, Colorado 80701 (the "County"), and Click here to enter text., an independent contractor with a principal place of business at Click here to enter text., Click here to enter text. Click here to enter text. ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the County requires professional services; and

WHEREAS, Consultant has held itself out to the County as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Other services or work beyond those contained in the Scope of Services, expressed or implied, are not included in the Scope of Services.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the County is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until terminated as provided herein.

B. Either Party may terminate this Agreement upon seven (7) days advance written notice. The County shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount not to exceed Click here to enter text. Dollars (\$Click here to enter text.). This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the County for such fees,

costs and expenses. Consultant shall not be paid until the Scope of Services is completed to the satisfaction of the County.

B. Notwithstanding the maximum amount specified in this Section, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for less than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the County has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the County. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the County all of its right, title, and interest in such work. The County may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a County employee for any purposes.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the County.

1. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement.

2. Commercial General Liability insurance with minimum combined single limits of one million thousand dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the County and the County's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the County a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

IX. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Morgan County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The County and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MORGAN COUNTY, COLORADO

Chair

Commissioner

Commissioner

ATTEST:

Clerk to the Board

CONSULTANT

By: _____

Printed Name: _____

Professional Services Agreement Contract # _____

EXHIBIT A
SCOPE OF SERVICES

During the term of this Agreement, Contractor shall perform the following duties, as directed by the County:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the County, during the timeframes established by the County:

SAMPLE