



**PROPOSAL DOCUMENTS**

**REQUEST FOR QUALIFICATIONS  
HUMAN RESOURCES CONSULTANT**

**OFFICE OF THE FIRST SELECTMAN  
501 MAIN STREET SOUTH  
SOUTHBURY, CT 06488**

**August 2018**

## **I. INTRODUCTION**

### **A. Background**

Southbury is a Town of about 20,000 people in New Haven County, Connecticut. Town government has fifteen departments and department heads. There are approximately 125 full-time and permanent part-time employees. Two of the departments are unionized: the Department of Public Works and the Police Department, which operates under the Resident State Trooper program.

Currently, Human Resource duties are shared by personnel in the First Selectman's Office, the Fiscal Office and outside labor attorneys. The First Selectman's Office handles all hiring/firing, HR-related investigations, and personnel management. The Fiscal Office handles insurances, payroll, and benefits administration. The labor attorney handles union negotiations and grievances and provides advice and guidance on other HR issues.

### **B. Purpose**

The Town of Southbury is requesting proposals from qualified individuals, firms, companies, or consulting services, which perform Human Resources Services and are located in the State of Connecticut.

### **C. Scope of Services**

Services to be provided by the chosen individual, firm, company, or organization, related to human resources services shall include, but not be limited to:

- Maintaining the work structure by updating job requirements and job descriptions for all positions.
- Maintaining organization staff by establishing a recruiting, testing, and interviewing program; counseling managers on candidate selection; conducting and analyzing exit interviews; recommending changes.
- Maintaining a pay plan by conducting periodic pay surveys; scheduling and conducting job evaluations; preparing pay budgets; monitoring and scheduling individual pay actions; recommending, planning, and implementing pay structure revisions.
- Reviewing, updating, and maintaining the employee policy handbook.
- Ensuring, planning, monitoring, and appraisal of employee work results by training managers to coach and discipline employees; scheduling management conferences with employees; hearing and resolving employee grievances; counseling employees and supervisors.
- Maintaining employee benefits programs and informing employees of benefits by studying and assessing benefit needs and trends; recommending benefit programs to management.

- Ensuring legal compliance by monitoring and implementing applicable human resource federal and state requirements; conducting investigations at the direction of the First Selectman; maintaining records; representing the organization at hearings.
- Maintaining management guidelines by preparing, updating, and recommending human resource policies and procedures.
- Maintaining historical human resource records by designing a filing and retrieval system; keeping past and current records.
- Maintaining human resource staff by recruiting, selecting, orienting, and training employees.
- Maintaining human resource staff job results by counseling and disciplining employees; counseling management on appropriate actions
- Contributing to team effort by accomplishing related results, as needed.
- Payroll administration and implementation (as optional add-on)

The successful candidate or firm must have a strong background in leadership, organizational skills, compassion, problem solving, and conflict resolution.

#### **D. Minimum Qualifications for Consideration**

The responder must meet the following minimum criteria to be given further consideration. Failure to meet the minimum criteria will result in the responder's rejection by the Town:

- a. Documented background in municipal human resources services/management
- b. Minimum of five (5) years of human resources services or work
- c. Understanding and in-depth knowledge of health care reform and any other changes to current health care regulations as amended by the Patient Protection and Affordable Care Act of 2010.
- d. Ability to show understanding or compliance with municipal, state, and federal labor laws, including but not limited to: Fair Labor Standards Act, Family Medical Leave Act, Americans with Disabilities Act, HIPAA, FOIA, and other employee-protection laws.

## **II. PROPOSALS**

### **A. Evaluation Criteria**

Proposals will be evaluated on the following criteria:

- a. Thoroughness of the proposal
- b. Proposer's overall qualifications and the experience of key personnel
- c. Proposer's experience with other municipal clients
- d. Proposed hourly rate or other rate for services

Cost will not be the only factor in the selection of a human resources services consultant.

## **B. Submission of Proposals**

Proposals must be signed by an authorized member of the firm, organization, or company, and the name, address, telephone number and e-mail address of a representative qualified to answer questions during the review process must be included.

Two (2) written copies and one (1) electronic copy of the proposal must be submitted to:

Office of the First Selectman  
Town of Southbury  
501 Main Street South  
Southbury, CT 06488

[Select2@southbury-ct.gov](mailto:Select2@southbury-ct.gov)

Phone: (203) 262-0647

All proposals must be received by 10:00 a.m. on August 24, 2018. Proposals submitted after the stated time and date will not be considered.

The Town reserves the right to accept or reject any and/or all proposals, to waive all informalities, defects, or immaterial irregularities, and to request further clarification.

The Town reserves the right to negotiate with any, all, or none of the bidders responding to this RFQ.

## **C. Content**

### Management and Qualifications

- Describe the individual, company, firm, or organization's experience and expertise related to human resources services.
- Provide information regarding the history of the individual, company, firm, or organization, including but not limited to the number of years the firm/company has been in business, how long the firm has provided human resources services, what other services the firm/company provides and the percentage of business done in each area.
- Provide brief resumes of the key personnel who would be assigned to this engagement. Summary information should be provided covering the

professional qualifications and experience of the supervising and support and other personnel who would perform the requested work.

- Describe what, if any, services will be provided by a sub-contractor.
- Provide a minimum of five (5) client references, one of which should be municipal, for which human resources services similar to this request have been performed, including contact names and telephone numbers, and a brief description of services your firm/company has provided.
- Provide any other information that might be beneficial to the Town.

### Fee Proposal

For any proposed services, identify the:

Scope of the services  
Responsible personnel  
Hourly rates

### **D. Questions**

All questions about this RFQ must be submitted in writing to Cindy Harrison, Assistant to the First Selectman, at [select2@southbury-ct.gov](mailto:select2@southbury-ct.gov) no later than noon, August 16, 2018. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by the Proposer or prospective proposer against the Town.

### **E. TERMS AND CONDITIONS**

#### Contract Period

It is the intent to award a contract drafted by the Town for a one-year period with the option to renew for an additional one-year period. The decision to renew the contract will be at the sole discretion of the Town.

#### Compensation

Compensation for services shall be negotiated and the Town will consider a progressive payment schedule.

#### Termination

Following implementation, should the Town find that the firm/company has failed in any material respect to perform its agreed obligations under the contract, the contract shall be cancelled by the Town. In the event of termination of the contract

as a result of breach by the contractor, the Town shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified firm/company or call for new proposals. The contractor shall be responsible for consequential damage as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

#### Engagement Individual/Team

The key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and the service provider.

#### Indemnification and Insurance

The firm/company selected shall indemnify, defend, and save the Town harmless from liability in any manner of claims, lawsuits, and damages for any type of losses due to its work operations for the Town. Specific requirements for insurance are contained in Appendix B.

#### Collusion

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of such contract, the Town may cancel said contract without incurring liability, penalty, or damages.

#### Freedom of Information

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFQ are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

#### Ethics Policy

Appendix A attached

**Appendix A**

**NOTICE TO CONTRACTORS –**

**CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

The Town of Southbury has a Code of Ethics/Conflict of Interest Ordinance, and it is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the above Code of Ethics/Conflict of Interest Ordinance, and agree to a proposal by its terms.

ORDINANCE RECEIVED BY: \_\_\_\_\_ (Print name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

## Code of Ethics/Conflict of Interest Ordinance

### A. Definitions.

The following definitions shall apply to this Ordinance:

1. **Public Official** (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission, or agency that exists in the Town of Southbury government.
2. **Town Employee** (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
3. **Ethics Commission**. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
4. **Conflict of Interest**. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
5. **Direct Interest**. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
6. **Indirect Interest**. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
7. **Financial Interest**. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision, or employment.
8. **Adverse Interest**. An Interest that is adverse to the interests of the Town with respect to the matter under consideration.



**9. Material Conflict of Interest.** A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:

- a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
- b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

**B. Declaration of Policy.**

1. The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be Independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

2. This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

**C. Disclosure of Conflict.**

1. Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest

as defined herein, whether or not such conflict or potential conflict is material, shall, In addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

#### **D. Determination of Materiality.**

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who Is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

#### **E. Disqualification.**

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

#### **F. Claim of Conflict.**

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

#### **G. Gifts and Favors.**

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any

decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

## **H. Representation.**

1. Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.
2. Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.
3. No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.
4. No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

## **I. Independent Contractors.**

Before hiring any consultant, independent contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the Independent contractor shall inquire whether the Independent contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent contractor.

Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency). Prior to hiring any independent contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent

contractor, or advisor. No consultant, independent contractor, or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

#### **J. Procedure.**

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to, or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

#### **K. Penalties.**

1. Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.
2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.
3. Any violation of this Ordinance with respect to any decision of a board, committee, commission, or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.
- 4 The penalties provided above are in addition to any other penalties provided bylaw to address violations of the provisions of this Ordinance.

#### **L. Concurrent Offices.**

1. No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in

the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission, or agency in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

4. Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not Incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from anyone or more of said offices.

#### **M. Meetings.**

1. Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions, and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions, and agencies.

2. Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512

shall apply to both elected and appointed alternate members of boards, committees, commissions, and agencies.

3. Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to *vote*, shall *vote* on all matters upon which a *vote* is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, committee, commission, or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

**Town of Southbury  
Human Resources Services Bid**

**Appendix B: Insurance Requirements**

A. Contractor shall not commence any work under this agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required hereunder. The Contractor shall require all subcontractors to carry insurance as outlined below, in case the subcontractor(s) are not protected by the policies carried by the Contractor. The Contractor shall furnish the Town of Southbury a Certificate of Insurance and/or policies, upon request, attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to Town of Southbury and licensed in the State of Connecticut.

B. If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the Contractor may be withheld until those requirements have been met, or at the option of the Town, the Town may pay the renewal premiums and withhold such payments from any monies due the Contractor.

C. Contractor shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement:

1. WORKERS COMPENSATION & Employer's Liability in accordance with the statutory requirements and limits of the State of Connecticut and shall require all subcontractors to do likewise.

\$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee

2. AUTOMOBILE LIABILITY covering owned, non-owned and hired vehicles with minimum limits of: \$1,000,000 Each Occurrence – Combined Single Limits

3. The Contractor shall be responsible for damage to their own equipment, and maintaining any and all PROPERTY INSURANCE on their own equipment and shall require all subcontractors to do likewise.

4. COMMERCIAL GENERAL LIABILITY: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:

General Aggregate \$1,000,000  
Products – Completed Operations \$1,000,000  
Personal & Advertising \$1,000,000  
Each Occurrence \$1,000,000 (Bodily Injury & Property Damage)  
Fire Damage any One Fire \$50,000

Medical Expense any one Person \$5,000

5. PROFESSIONAL LIABILITY covering errors & omissions out of the performance of the duties of contractor.

Limit of liability per claim \$1,000,000

Annual Aggregate: \$1,000,000

D. Each certificate or policy shall require and state in writing the following clauses:

1. "Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the Town of Southbury First Selectman" by registered mail, return receipt requested to the following address:

Town of Southbury  
501 Main Street South  
Southbury, CT 06488  
Attn: First Selectman

Should contractor's insurance carrier be unable to meet the notice of cancellation requirement, contractor must notify the Town of Southbury accordingly.

2. "The Town of Southbury, its officials, agents, employees and representatives shall be named as Additional Insured on the general liability and auto liability policies."

**Exceptions to the insurance requirements in Appendix B are subject to the sole discretion of the Town of Southbury.**