



TECHNICAL PROPOSAL: Request for Proposal 24-012

# Classification and Compensation Study



Presented to:

## Floyd County Georgia

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# Transmittal Letter

April 18, 2024

Bill Gilliland, Purchasing Director and Randy E. Self, Assistant Director

**Floyd County Purchasing Department**

12 East 4th Ave., Rome, Georgia 30161

[randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org), 706-291-5118

Dear Mr. Gilliland and Mr. Self:

Thank you for the opportunity to bid on RFP #24-012 Classification and Compensation Study for the County of Floyd, Georgia (the County). MyHRLane, an Atlanta, Georgia-area company, has recently broken into government contracting, and we are eager to provide the County with a Comprehensive Classification/Compensation/Benefits Study. Founder Rae Bullard has been providing these services, primarily in the private sector, for 20 years.

We are confident you will find, in our following proposal, that MyHRLane has the capability, capacity, and experience to exceed your requirements, and that our references will attest to the quality of our services and deliverables. You'll find our pricing to be well within your budget. We are also always amenable to negotiating a best and final offer (BAFO) and providing a pre-work timeline in order to partner affordably, effectively, and on schedule with our clients.

We've diligently created this proposal and bid to be 100% compliant and 100% responsive to the County's RFP. We've served many organizations with structures like yours: nearly 1,000 employees with a diverse skill-set range, 30-plus divisions, and in service to a large population. As you know having already done significant classification and compensation work, much has changed in the last 16 years (and continues to rapidly do so), and MyHRLane's experience and continuing education with this type of work will be a welcome asset and painless process for the County.

We are available by cell and email to answer any questions about our proposal and bid and welcome an opportunity to present our services in person or remotely. With the authority to bind, I will be your hands-on project manager, quality control expert, and proud contributor to your goal achievement.

Respectfully yours,



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Rae Michelle Bullard, CEO

502-552-4574, [RaeBullard@myhrlane.com](mailto:RaeBullard@myhrlane.com)

April 18, 2024

Date

# A. Informational Meetings

## 1. Initial Meeting

Consultant to schedule an initial meeting with the County Manager and the HR & Risk Management Director to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.

In MyHRLane's initial meeting with the County, we will follow our tried-and-true process of information and direction gathering on which to base a mutually agreed-upon project plan/management plan. This will include but is not limited to:

1. Identification of stakeholders, key players, and process dependencies.
2. Diagram of scope to output process.
3. Timeline and milestone planning that includes the who, what, when, and where... and a fair bit of how. Work breakdown and project sequencing.
4. Budget allocation.
5. Contingency planning and issue remediation planning.
6. Documentation and reporting expectancy inclusion.
7. Knowledge base deliverable for sustainable training, support, and evolution.



## 2. Senior Management Meeting

Consultant to meet with senior management and all department heads to explain study and process to be used.

The outcome of the initial meeting will enable MyHRLane to deliver the plan to be accepted by all and integrated as our collaborative workplan. At this time, we will present the look and feel of the

project and make sure everyone understands the process and procedures, and the skills we all bring to the table to be applied when required.

## 3. Progress Reports

Consultant to provide weekly progress reports to the HR & Risk Management Director.

For this project, MyHRLane assumes that we will supply weekly progress reports including, at minimum, these elements:

- Weekly Goals
- Accomplishments
- Work Completed
- Work In Progress
- Issues/Risks/Challenges
- Next Steps/Action Items
- Timeline Progress
- Any Stakeholder engagement
- Any Metrics or Findings
- Questions



## B. Classification Study

The MyHRLane team will approach the three review phases with these overall objectives front of mind:

1. Develop an equitable, competitive, and simplified classification system the supports the mission of the County.
2. Promote equity within the County's workforce through alignment of skills and assignments with classification buckets.
3. Deliver classifications and resulting compensation that will increase employee retention and job satisfaction.
4. Increase the County's capacity to hire top talent across all skill/assignment classifications.
5. Foster practices that provide continuously improving and sustainable employee development and growth.

The classification study as a whole will deliver a roadmap to an integrated organizational structure that delivers:

- New classifications if needed,
- Removal of outdated classifications in necessary,
- Collapsing classifications as appropriate,
- Equity for all,
- Growth potential for the County's teams and agencies,
- Career growth opportunity for every employee, and
- More effective employees and teams.

### Classification Objectives Summary

- To analyze and update the County's classification system and each study position's classification description and structure through a comprehensive process of job analysis and evaluation, including review of existing documentation, position description questionnaire completion, employee interviews, management interviews, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate.
- To recommend each study position for title change or reclassification (as appropriate), create new classifications (if applicable), eliminate outdated classifications (if applicable), and consolidate classifications assigned to similar functional areas (as appropriate).



- To provide for growth and flexibility of assignment within the new classification structure, where feasible, in recognition that some job duties and responsibilities may evolve over time, as well as to provide adequate career paths and class series/job families that will foster career service within the County.
- To clearly state definitions of job classifications, the typical job functions, and minimum required and preferred qualifications such as education, prior work experience, knowledge, skills, abilities, licenses, certifications, and physical demands.
- To provide a classification structure that ensures regulatory compliance, including allocation of each study position to the correct classification with appropriate FLSA designation as well as meeting ADA regulations.
- To provide for adequate educational, review, and appeal processes that will result in a product that is understood by all levels of personnel and is internally equitable.
- To ensure sufficient documentation and training throughout the study, on classification concepts and distinguishing characteristics, as well as the delivery of final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.



Note that we also like to do a town-hall-style meeting with a smattering of people active in each phase to get feedback and hear discussion about issues, pains, and objectives around the information gathered and analyzed by MyHRLane. Attendees can be volunteers as well, and we structure these meetings to promote authentic dialogue and Q&A.

## 1. Background Review

Review of background materials including current classification system, classification descriptions, organizational charts, and classification and compensation policies and procedures.

Our team will pour through the County’s past and current classification and compensation practices, policies, and procedures then deliver a background review report that will focus on lessons learned and deliver a strengths, weaknesses, opportunities, and threats (SWOT) analysis. These findings will be imported into a data rubric that will help us visualize the future state when we add jobs and roles review data to it as well.

This phase will include a cause-and-effect analysis of the impact of economic, regulatory, technological, and other factors unique to the County that have increased or diminished classification alignment with the actual state of work performed.

## 2. Job(s) Review

Consultant to review job descriptions to ensure understanding of each position. Consultant to conduct interviews and/or job audits with management as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.

MyHRLane will roll into the jobs review analysis phase with a solid understanding of the current state and glimpse into the future state of classification and compensation for the County. This will help us to create a jobs analysis SWOT rubric containing results from comparing and contrasting job description and job potential. Our process includes but is not limited to:

- Creating a complete listing of jobs across all agencies ordered by a differentiator to be determined, i.e. level of authority/management.
- Identifying and listing the job description responsibilities the county human resources department has on file for each.
- Circulating a position description questionnaire (PDQ) a sampling of all roles in each department/agency, an audit of job expectations.
- Comparing and contrasting HR data with employee feedback, an audit of job realities.
- Interviewing some respondents to the PDQs for additional detail if necessary.

- Combining job audit information to create new, more accurate, and more beneficial descriptions for the future state and compensation packages.

### 3. Role(s) review

Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including Fair Labor Standards Act (FLSA) status (exempt/non-exempt).



Much of this work will already have been done during the previous stage. Now we're prepared to attach FLSA status, rate ranges (salary minimums, midpoints, and maximums), benchmarks, complexity of work rankings, job impact rankings, and any other data analytics that are uniquely useful to the County's study. As we add all of the data gathered to date to the analytics rubric, we'll fully visualize the current state across the county and have the capacity to deliver a complete report of equities and inequities, perceived and actual job duties and roles, and current classification and compensation architecture. This information leads us to...

### 4. Recommendations

Consultant to present proposed recommendations to the HR & Risk Management Director and County Manager for review prior to making any final classification determinations.

MyHRLane will deliver our preliminary recommendations as requested. Our presentation will include review of the high and low points in our data sets, our takeaways from this information, and our diagramming of the buckets: job families and sub-families.

The recommendation report will contain:

- Classification recommendation for each studied position, including documentation regarding study goals, and objectives, classification methodology, approach, and process as well as findings, analysis, and resulting recommendations.
- The recommended allocation list, classification title changes, job family, and career ladder/career growth issues, reporting relationships, and other factors.
- Manuals: Classification concepts and guidelines as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed.

## 5. Class Specifications

Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.

Subsequent to our recommendations presentation and addition of feedback data from the process, we will deliver the future state job family and sub-family classifications. Each position will fall under its respective umbrella category of entry-, mid-, and senior-level position, its position level bucket within the umbrella, and include a revised (if necessary) job title and description, and any other appropriate data. We will use the U.S. Bureau of Labor Statistics Standard Occupational Classification (SOC) Classification and Coding Structure to order the specifications.

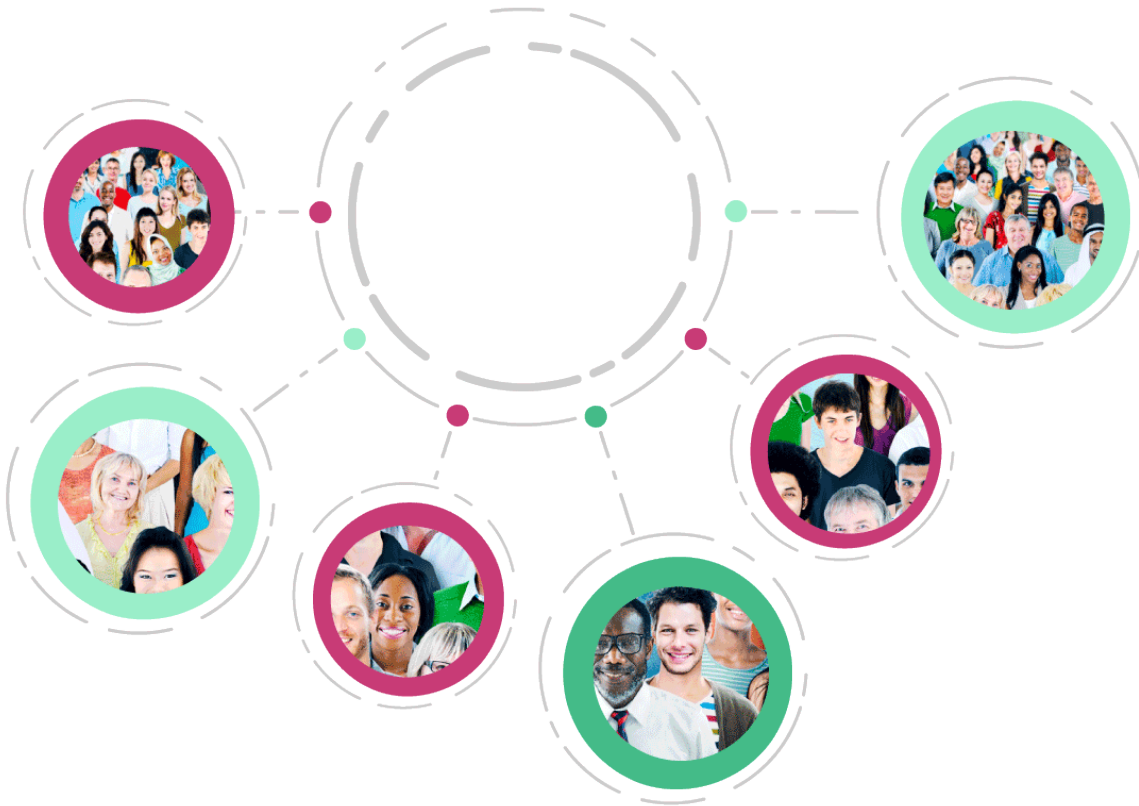
## 6. Ladders & Opportunities

Consultant to identify career ladders/promotional opportunities as deemed appropriate.

Careers pathways mapping is one of our team's favorite parts of classification. We use mind mapping to visualize how each role in an organization can advance and into which roles based on criteria like continuing education, job performance, desire for advancement, etc. These ladders and opportunities can be a high-level and broad-based as requested and can readily drill down to individual role maps.

We will create a sound and logical compensation structure for the various levels within each class so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path

of career growth and development. Career ladders will be reviewed vertically, as well as horizontally, to reflect the City's classification structure that was developed during the classification phase.



## 7. Implementation

Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.

Implementing the new classification system for the county will likely be most efficient and painless when we circle back to the primary goals of a classifications study and make them implementation buckets. These include, at minimum:

### Market/Internal Structure Alignment

After all information has been provided, MyHRLane will recommend Human Resources to annually review market data utilizing the Compensation Management Software system. The system will

provide current market data to match against the current structure, advise of any changes, and showcase where specific positions are against the market.

## Simplified Classification Structures

After all information has been delivered, MyHRLane will recommend Human Resources to review the Classification & Compensation Manual provided by MyHRLane when creating new positions/roles. To ensure Fair Labor Standards Act standards are followed and roles are classified appropriately, Human Resources can use the Compensation Management System as well as the Classification and Compensation Manual provided upon training.

## Infusing Equity

After all information has been submitted, Human Resources should review annually or bi-annually for internal equity, against those positions with similar functions, classifications, experience, and education. With the introduction of the special-pay compensation program, the Compensation Management Software can help support this ongoing review process.

## Paths For Career Progression

After all information has been submitted, Human Resources should annually review the Career Pathways with key stakeholders. This review should include any changes/modifications in qualifications (i.e. certifications, licensures, future openings, etc.) and market needs. Additionally, Human Resources on an annual basis should work with key stakeholders to identify employees who are ready for progression and paths are clear, attainable, and timely.

## Retention

After all data is provided by MyHRLane, Human Resources can use the data to internally promote the revised Total Rewards package and philosophy. To increase employee retention and satisfaction, Human Resources should market the investment made by the County to ensure pay equity, pay and benefits competitiveness, bonus pay and career progression/growth for employees.

## Recruitment of Talent

After the Total Rewards Program is developed, Human Resources can use this information to recruit top talent. The Program will showcase the County's competitiveness against the market, commitment to employee experience, and its investment in career growth.

Cost of Maintenance Estimation: Recommendation of one or more the following options

- Compensation Management Software System - 10K/ 2 years subscription based.
- 2. Retain MyHRLane Consultant for annual Total Rewards Review - \$40,000.



- Retain MyHRLane Consultant for annual Total Rewards Review - \$40,000
- Top Grade current HR Position with the offering to cover the total cost for the compensation certification (CCP) \$13,500 to \$20K cost.
- Recruitment Marketing: Social Media post – fold into current social media budget.
- News/Publications: Local news coverage and/or local print publication.

## 8. Maintenance System

Consultant to provide a straightforward, easily understood, maintenance system that the Human Resources Department will use this to keep the classification system current and equitable. The classification system should be provided in electronic format. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

MyHRLane will supply all data in Excel and other electronic formats for use and review by the Human Resources team. Additionally, MyHRLane will recommend a compensation management software system with capabilities of housing, analyzing, and ensuring internal pay equity. MyHRLane will supply the Human Resources team with a Compensation Review Manual that will outline annual steps to review classifications, compensation, and equity.



## 9. Training Program

Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

The implementation of a new compensation system is a significant organizational change that requires thorough understanding and efficient administration. Human Resources (HR) staff play a crucial role in facilitating this transition by ensuring clarity, fairness, and compliance throughout the process. This comprehensive training program aims to equip HR staff with the necessary knowledge, skills, and tools to effectively explain and administer the new compensation system.

## Training Objectives:

1. Understand the fundamentals of the new compensation system.
2. Explain the key components and benefits of the new compensation system to employees.
3. Administer the compensation system accurately and efficiently.
4. Address employee inquiries and concerns related to the new compensation system.
5. Ensure compliance with legal and regulatory requirements.
6. Monitor and evaluate the effectiveness of the new compensation system.

## Training Content:

- I. Introduction to the New Compensation System
- II. Legal and Regulatory Considerations
- III. Communication Strategies
- IV. Compensation Structure and Design
- V. Performance Management Alignment
- VI. Administration and Implementation
- VII. Handling Employee Inquiries and Concerns
- VIII. Continuous Improvement and Evaluation

## Training Methods:

- Instructor-led presentations and discussions
- Case studies and group exercises
- Role-playing scenarios for handling employee inquiries
- Practical demonstrations of compensation software/tools
- Interactive Q&A sessions

## Training Resources:

- Training manuals and handouts
- Presentation slides and visual aids
- Sample communication materials (e.g., FAQs, brochures)



- Access to compensation management software/tools
- Relevant legal and regulatory documents

## Training Evaluation:

- Pre-training assessment to gauge baseline knowledge
- Post-training evaluation to measure learning outcomes and satisfaction
- Ongoing feedback mechanisms for continuous improvement



# C. Compensation Study

## 1. Pay Plan

Consultant to review current pay plan and understand current challenges in recruiting and retaining employees.

Using the County's new, future-state classification codes (SOC), job titles and descriptions, we can now insert columns of the current pay rates, market pay rates, Davis-Bacon Act regional minimum wage amounts, base annual rate increase percentage, five-year actual wage increase average percentage, and any other data we deem will help us remove inequities, improve wages within the County's budget capacity, standardize fair annual rate increases, and performance/merit increase percentages.

The goal of this exercise is to achieve all the goals stated in the Classification segment of the study and add the wage component to our findings. Now we have a vehicle through which we can design the perfect mix of job attractiveness and compensation attractiveness to each classification. The county will be able to proudly and confidently say: "Here's why you *do* or you *will* love your job, advancement opportunity, salary, and job equity when you work for Floyd County, Georgia!"

MyHRLane's system for architecting roles/classifications that attract and retain talent is a product of our proprietary system of comparing the inside, outside, regional, and national wage influencers. We even look at housing rates within commutable distance of our clients' workplaces to ensure the rates we recommend make it possible for current and future employees to have a viable standard of living.

## 2. Market Position

Consultant to recommend and identify a consistent and competitive market position that the city can strive to maintain.

The classification is now done. The wage/salary rubric is complete. The question now is more about how the county is transparent and markets to its existing and future employees. We've done the work to identify the current employment pains and pleasures working for the county. Now we have to do a market survey of the commutable region, and what it offers above and beyond the County's now equitable classification system and base wage rates and increase potential. Not all future employees already live a commutable distance, so how does the county lure top talent to the Floyd County area?

Our market position study combines everything we've learned about the County current state, and future state goals with quality-of-life bonus benefits. It's not enough to have good job descriptions and good wages, the County must provide value-added to its employees so they won't be predated by other companies in the region (note that at this point, we are not concerned about

comparing apples to oranges, i.e. Floyd County – 99,000+/- souls – to Los Angeles County – 9.9 million souls). So, we’re focusing on regional assets and competition.

Our market survey and recommendations deliverable will look at many factors beyond job description and wage. These may include but are definitely not limited to:

Who else is hiring regionally and what’s attractive about them? And moreover, is this area:

- The right place for the right housing,
- A place to start and a place to stay,
- A place which fosters a sense of belonging,
- A place to live in nature,
- A real place to enjoy and be proud of,
- A place with a choice of homes,
- A place with unique and lasting appeal,
- A place where people feel at home,
- A sustainable place for future generations,
- A place where people thrive?

MyHRLane will produce a market position report and strategy that is truly holistic.

### 3. Labor Market

Conduct a full market analysis with comparable labor market including both private, when applicable, and public sector (locally, regionally, and statewide) using an approved peer group.

Please see 2. immediately above. Analysis of the labor market began with the classification survey and is a core element of the market position work. Again, we feel that doing a statewide labor market analysis will deliver apples to oranges result. Georgia is an extremely diverse labor, cost-of-living, and quality-of-life labor market. Our starting assumption is that your competition is closer to home. That said, we’ll take snapshots as requested, and if they are relevant to our research, we’ll factor them in a drill down more thoroughly. The resulting deliverable will be a cornerstone of the County’s compensation, retention, equity, and recruitment strategy.

## 4. Compensation & Benefits

Consultant to develop and conduct a comprehensive compensation and benefits survey.

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the City's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting City goals, objectives, and budget considerations.

We will develop recommendations covering special compensation issues such as salaries above the maximum, seniority, promotions, maintenance of the salary schedules, etc. Draft recommendations will be discussed with the team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an interim report.



## 5. Salary Range

Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity. Prepare a new salary structure based on the results of the survey and best practices if necessary.

Most of this work will have already been done, but we have not yet factored in cost-of-living data and quality-of-life considerations. This information will make it possible for us to offer up two wage ranges for each classification: a range that is good and equitable and reasonably competitive, and

one that is very competitive but may be out of reach within the County's budget. If that is the case, we'll offer a third alternative that is the intersection of the two ranges and a position worth striving for.

## 6. Hiring Guidelines

Consultant to develop guidelines to assist County staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.

In collaboration with the Human Resources team and using market data, MyHRLane will develop pay guidelines for new hires to include minimum pay and maximum pay for new hires based on years of experience, education, internal equity, and hard-to-fill rate. Creating standardized guidelines will ensure fair and equitable pay practices are implemented while remaining competitive with the market.

## 7. Implementation Strategies

Consultant to recommend implementation strategies including calculating the cost of implementing the plan.

Cost of Maintenance Estimation. Recommendation of one or more of the following options:

- Compensation Management Software System – \$10K/ 2 years subscription based.
- Hire a Total Rewards Analyst: \$68K - \$75K base salary.
- Retain MyHRLane Consultant for annual Total Rewards Review – \$40,000.
- Top Grade current HR Position with an offering to cover the total cost of the compensation certification (CCP) \$13,500 to \$20K cost.
- Recruitment Marketing: Social Media post – fold into current social media budget.
- News/Publications: Local news coverage and/or local print publication.

## 8. Inequities & Remediation

Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.

See Section 4. Compensation & Benefits above.

## 9. Compensation Practices

Consultant to make recommendations and provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, promotional pay, and acting assignment pay.

Based on the data received, MyHRLane will develop pay policies for alternative compensation practices which support the implementation of pay practices including performance-based pay; in which clear performance metrics and objectives are tied to compensation. MyHRLane will address critical skills and competencies to establish skill-based pay incentives; providing opportunities for skills development to incentivize employees to enhance their skills sets and increase their earning potential. With regular reviews of compensation practices, strategies may need to be adjusted to address changing market conditions, shifts in industry trends, and evolving business priorities.

## 10. Technology

Consultant to provide system documentation and computer formats/software to administer pay plan.

Compensation Management Software – CompAnalyst powered by Salary.com. CompAnalyst addresses the entire compensation process, helping clients quickly price jobs with unparalleled accuracy and analyze compensation pay practices.

Benchmark Industry and Geographical Survey Data

Maintain Salary Structures

Pay Equity Analytics



## D. Benefits Component

### 1. Benefits Survey

Consultant to conduct a thorough benefits survey along with the compensation survey.

Having completed the classification and compensation studies, we have a thorough foundation for plugging in existing benefits, potential benefits, and those that will compel existing employees to stay with the county and potential ones to be eager to apply. The same methodologies utilized in the first two phases will apply. That said, we'll include a look at post COVID-19 practices that may change the profile of what employees value as benefits that may not have been as far-reaching before 2020. We make an assumption that we might discover some high-value low cost benefits the County will want to put into the benefits packages mix.

The key to this phase of the project is to give every employee our "In a perfect world, what would your benefit package look like?" survey. Yes, we evaluate if they have enough of the regular X, Y, and Z. What we also find out is that our clients' employees have had a lot of discussion around this topic and they have drawn some very exciting conclusions. Conclusions that are readily implementable and budget friendly for the client.

### 2. Competitiveness

Review and provide an assessment on the competitiveness of the County's entire benefits package (including annual/vacation leave, sick leave, holidays, health, dental, life, disability, retirement, tuition reimbursement, etc.). Total compensation is the desired result.

This is standard practice in benefit package review and will be foundational to the survey. As added value, we'll include low- or no-cost potential benefits that may make the County the most attractive employer in a competitive market. Even in something as seemingly number-crunching as compensation and benefits packages, MyHRLane's outstanding differentiator is our innovation capability. Seeing what compensation and benefits packages work equally well for our clients *and* their employees is why we get up in the morning.

### 3. Labor Markets

Consultant to recommend comparable labor markets, including both private and public sector employers, for benefits survey.

Agreed. Again, we compare apples to apples and oranges to oranges while spotlighting some particularly innovate things some similar labor markets are doing. These case studies and



recommendations will contain both a smattering of hard data and soft data – fiscal impact and lifestyle impact.

## 4. Recommendations

Recommend any changes to benefit programs and/or plan designs.

Here MyHRLane will simultaneously number crunch for the County and desirability-suggest on behalf of your current and potential employees. Earlier on in this response we mentioned how one of our goals is for the County to be able to proudly and excitedly bill itself as one of the best regional employers in Georgia. Our primary goal with these benefit package recommendations, based on our findings and research, are to get every person who is working for the county to do the same. At the very least, our recommendations will address these line items (listed alphabetically and not in order of priority):

- Anonymous Leadership Audits
- Burn-out Prevention
- Charity Match
- Child Care
- Community Service Support
- Confidential Mental Health Support
- Continuing Education (not just work related)
- Co-op Funds
- Discounts
- Family Services
- Feedback Loops
- Flex/Hybrid/Etc. Scheduling
- Healthcare
- Retirement
- Time Off
- Toxic Culture Prevention
- Tuition
- Wellness Big Picture
- Work-life Balance Promotion



This list is designed to get our clients in the spirit of innovation. Painlessly.



# Methodology, Process, & Deliverables

## Statement of Methods & Procedures

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

MyHRLane's methodology and procedure is well detailed in the three previous sections. In an attempt to prevent redundancy, we offer this:

1. In the initial phase, we do a quick survey of what the county already uses to manage HR – policies, procedures, technology, etc. We dovetail all of our work processes into these when we can and when that is advisable. On our end, we keep it simple (KISS) so all of our data, analysis, findings are easily importable into your existing software or readily accessible to you as a standalone platform.
2. We affirm that we 100% understand the scope of work (SOW) and that our understanding thereof is thoroughly documented in the previous pages of our proposal.
3. We have attached a sampling of work samples, labeled as to their purpose and use, in support of this requirement. Please see Attachment 3.

## Management Synopsis

Provide a synopsis, prepared for management review, covering the pertinent features of the proposal including overall costs and term of work.

The term of this project is estimated to be 7.5 months, divided into three phases in which deliverable windows will often overlap because work products for the phases may be done simultaneously. Before negotiating a best and final offer (BAFO), we have calculated the total cost to be \$120,000.00. Please see Cost of Services section for detail.

MyHRLane is proud to submit this 100% responsive and 100% compliant proposal and bid. As to avoid excessive redundancy, we'll ask that you refer to the Table of Contents for a complete list of pertinent features of our proposal and where to find detail about them.

## Structure & Content of Work Product

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final work product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to Floyd County as long as the minimum requirements set out in this RFP are met.

<b>Phase I: Classification Study</b>	<b>Week #</b>
Background Review	Week 1
Job(s) Review	Week 2
Role(s) Review	Week 9
Recommendation Presentation	Week 16
Class Specifications	Week 18
Ladders & Opportunities	Week 20
Implementation	Week 22
Training Program	Week 24

<b>Phase II: Compensation Study</b>	<b>Week #</b>
Pay Plan	Week 1
Market and Labor Data	Week 16
Compensation & Benefits	Week 18
Salary Range	Week 20
Hiring Guidelines	Week 22
Implementation	Week 24
Inequities & Remediation	Week 26
Compensation Practices	Week 28

<b>Phase III: Benefits Component</b>	<b>Week #</b>
Benefits Survey	Week 18
Competitiveness	Week 24
Labor Market	Week 27
Recommendations	Week 29

## Work Schedule

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

Please see Structure and Content of Work product immediately preceding this subsection. For efficiency, we combined the work schedule timeline with the work product plan.

## References

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

### REFERENCE 1



**Miami Jewish  
Health**

Project Name	Compensation Job Market Analysis & Benefit Solution Review
Firm Name	Miami Jewish Health
Department Name	Human Resources
Contact Person Name, Title	Elisa Hernandez, Former Chief Human Resources Officer
Email Address	<a href="mailto:Elisa.r.hernandez@gmail.com">Elisa.r.hernandez@gmail.com</a>
Telephone Number	954-762-8482
Mailing Address	5200 NE 2 <sup>nd</sup> Ave, Miami, FL 33137
Project Description	Develop compensation strategy to ensure alignment with market standards, internal equity, and organizational goals. Will include a thorough analysis of compensation practices including market analysis, job evaluation, and development of pay policies. Perform company benefit utilization review using benchmark data, cost effectiveness and compliance.
Project Amount	\$85,000
Project Start/Finish Dates	March 2019 – December 2019

### REFERENCE 2



Project Name	New Career Architecture System Linked to New Base Pay Structure
Firm Name	ChildNet
Department Name	Human Resources
Contact Person Name, Title	Larry Rein, Chief Executive Officer
Email Address	<a href="mailto:Larry.Rein@childnet.us">Larry.Rein@childnet.us</a>

Telephone Number	954-414-6000
Mailing Address	1100 McNab Rd, Fort Lauderdale, FL 33309
Project Description	Develop compensation strategy to ensure alignment with market standards, internal equity, and organizational goals. Will include a thorough analysis of compensation practices including market analysis, job evaluation, and development of pay policies. Perform company benefit utilization review using benchmark data, cost effectiveness and compliance.
Project Amount	\$75,000
Project Start/Finish Dates	March 2020 – June 2021

### REFERENCE 3



## Immersive Concepts

Project Name	Total Rewards Strategic Analysis (Compensation & Benefits Plan)
Firm Name	Immersive Concepts
Department Name	Human Resources
Contact Person Name, Title	Rubin Sloan, President/CEO
Email Address	<a href="mailto:RSloan@immersiveconcepts.com">RSloan@immersiveconcepts.com</a>
Telephone Number	301-246-3298
Mailing Address	11750 Beltsville Drive, Suite 120, Beltsville, MD, 20705
Project Description	Develop compensation strategy to ensure alignment with market standards, internal equity, and organizational goals. Will include a thorough analysis of compensation practices including market analysis, job evaluation, and development of pay policies. Perform company benefit utilization review using benchmark data, cost effectiveness and compliance.
Project Amount	\$25,000
Project Start/Finish Dates	August 2022 – March 2023

### REFERENCE 4



Project Name	Staff Compensation Realignment with Market Data
Firm Name	Stuart Architecture
Department Name	Human Resources
Contact Person Name, Title	Anson Stuart
Email Address	<a href="mailto:Anson@samiami.net">Anson@samiami.net</a>
Telephone Number	855-404-7866
Mailing Address	7501 W. Oakland Park Blvd, Suite 303E, Lauderhill, FL 33319

Project Description	Develop compensation strategy to ensure alignment with market standards, internal equity, and organizational goals. Will include a thorough analysis of compensation practices including market analysis, job evaluation, and development of pay policies.
Project Amount	\$8,000
Project Start/Finish Dates	August 2023- November 2023

#### REFERENCE 5



Project Name	Company Compensation Design
Firm Name	Hawque Protection Group
Department Name	Human Resources
Contact Person Name, Title	Chris Rich, Chief Executive Officer
Email Address	Chris@hpg.global
Telephone Number	502-767-7479
Mailing Address	3480 Peachtree Rd. NE, Suite 105, Atlanta, GA 30326
Project Description	Develop compensation strategy to ensure alignment with market standards, internal equity, and organizational goals. Will include a thorough analysis of compensation practices including market analysis, job evaluation, and development of pay policies to ensure attraction and retention of staff.
Project Amount	\$10,000
Project Start/Finish Dates	September 2023 – December 2023

## Cost of Services

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because your firm is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions/positions, the data from which can be shared rather than independently gathered.

Our Total Cost of Services proposal assumes all deliverables will be completed in seven-and-a-half (7.5) months at a total cost of \$120,000.00 (one hundred and twenty thousand dollars). As we stated in the transmittal letter, MyHRLane is amenable to negotiating a best and final offer (BAFO) to ensure that we partner with Floyd County on this project. To that end, we have broken our bid into three phases so adjustments to tasks and timeline can be readily edited. They are as follows:

While our experience and lessons learned from other similar projects will be a benefit to Floyd County, we have neither deducted nor rolled in cost for those benefits. Rather, we consider them a gratis contribution to our work.

<b>Phase I: Classification Study</b>	<b>Week #</b>	<b>Hours</b>
Background Review	Week 1	20
Job(s) Review	Week 2	130
Role(s) Review	Week 9	130
Recommendation Presentation	Week 16	20
Class Specifications	Week 18	40
Ladders & Opportunities	Week 20	40
Implementation	Week 22	40
Training Program	Week 24	20
<b>Total Hours</b>		<b>440</b>
<b>Total Cost</b>		<b>\$66,000.00</b>

<b>Phase II: Compensation Study</b>	<b>Week #</b>	<b>Hours</b>
Pay Plan	Week 1	20
Market and Labor Data	Week 16	40
Compensation & Benefits	Week 18	40
Salary Range	Week 20	40
Hiring Guidelines	Week 22	40
Implementation	Week 24	20
Inequities & Remediation	Week 26	20
Compensation Practices	Week 28	20
<b>Total Hours</b>		<b>240</b>
<b>Total Cost</b>		<b>\$36,000.00</b>

<b>Phase III: Benefits Component</b>	<b>Week #</b>	<b>Hours</b>
Benefits Survey	Week 18	20
Competitiveness	Week 24	60
Labor Market	Week 27	20
Recommendations	Week 29	20
<b>Total Hours</b>		<b>120</b>
<b>Total Cost</b>		<b>\$18,000.00</b>

## Final Product

Provide a statement that the firm agrees to:

### a.

Provide the final report, tables, schedules, changes to job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification plan in electronic format; and

MyHRLane so affirms and warrants. All work product belongs to the County in perpetuity.

### b.

Appear at a scheduled Finance and Administration Committee and/or Commission meeting to present and discuss the recommendations and final report.

MyHRLane so affirms and warrants. Our team will present the final findings, recommendations, and report to any and all stakeholders and interested parties the County designates (we will also be available for questions from these parties for 90 days thereafter gratis).

## Additional Services

Provide any other related and recommended products or services not specified in this RFP which may be considered essential or beneficial by the firm. These services should be priced separately.

The following are services MyHRLane can provide the County on an as-needed basis:

- Employee Training
- HR Consulting
- HR Outsourcing
- HR Solutions
- Human Resources
- Learning and Development
- Organizational Development
- Personnel Services

- Professional Development
- Recruitment Services
- Staff Augmentation
- Staffing Services
- Talent Acquisition
- Workforce Management

## Other

The complete (all pages) Request for Proposal document with any addenda acknowledgements filled out, initialed, and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

Affirmed. Please see Attachment 1.

## Deliverables

### 1.

Prepare a written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan. The plan must provide internal equity and be competitive in the marketplace in attracting and retaining qualified employees.

Affirmed and warranted.

### 2.

Provide an electronic instrument for the on-going internal administration and maintenance of the proposed Classification and Compensation Plan.

Affirmed and warranted.

### 3.

Provide instructional information to allow County staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.



Affirmed and warranted.

4.

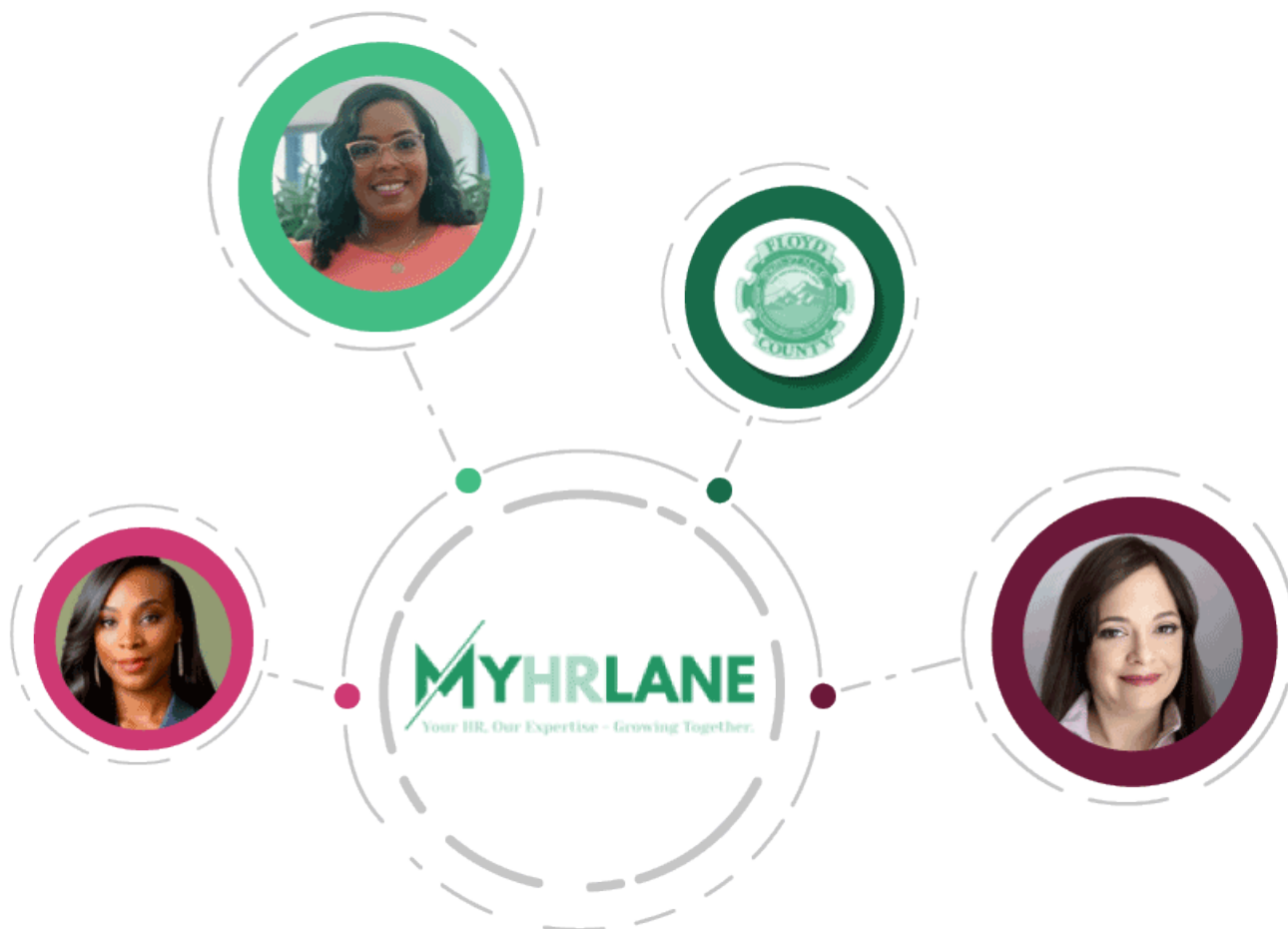
Present the results of the Classification and Compensation Study and recommendations to the County Manager and the HR & Risk Management Director before the final presentation to the Floyd County Board of Commissioners.

Affirmed and warranted.

5.

Prepare a written summary of the Study's objectives, actions, findings, and recommendations and make a final presentation to the County.

Affirmed and warranted.



## E. Other Requirements

### Financial Standing

The firm selected must be able, if requested, to provide proof that they are in good financial standing with all vendors, subcontractors, etc., prior to the award of the contract. This means that the vendor may be required to provide information to include, but not limited to, a list of all vendors and subcontractors with proof that they are currently “net 60” with those individuals. Proof can be in the form of a letter on company letterhead and/or contact information with the provider to which the County can follow-up with vendor/subcontractor.

In addition, the County may require contact information with the contractor's financial institution(s), along with the necessary consent for the County to contact the institution to inquire as to the financial status of the contractor.

Affirmed and warranted.

# Attachments

## Attachment 1 – Complete Request for Proposal Document

Includes:

- Proposal Form
- Bidders Declaration Page
- Certificate of Non-Discrimination
- Certificate of Non-Collusion
- Drug Free Workplace Certificate
- MyHRLane W9
- Addenda Acknowledgement

## Attachment 2 – MyHRLane Team for This Project

## Attachment 3 – Work Sample

## Attachment 4 – NMSDC & SCHRm Certificates

## Attachment 5 – RF Addendum 1: Questions and

## Answers Attachment 6 – Certificate of Insurance

## Attachment 7 – Georgia Certificate of Good Standing



# **Floyd County Board of Commissioners**

## **Request for Proposal**

**(Bid No. 24-012)**

## **Classification and Compensation Study For Floyd County Georgia**

**Issue Date: March 20, 2024**

*All communication concerning this project must be directed to the Purchasing Office until the bid is awarded. Vendors should not have contact with the Departments.*



**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161  
(706) 291-5118**

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**REQUEST FOR PROPOSAL**

**Date Issued: March 20, 2024**

To whom it may concern:

The Floyd County Board of Commissioners is requesting Proposals for a **“Classification and Compensation Study for Floyd County Government”**.

Proposals will be received by the Floyd County Purchasing Department, 12 East 4<sup>th</sup> Ave, Suite 106, Rome Georgia 30161 until **2:00 PM (local time), April 22, 2024**. Proposals submitted later than the previously stated time and date will not be considered. Proposals will be formally accepted and the names of those submitting a proposal read aloud by staff personnel after the closing time and date.

The proposal documents are available for inspection at the Floyd County Purchasing Department, 12 East 4<sup>th</sup> Ave. Rome Georgia 30161, or they may be requested via email at [randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org). Interested parties should register on Bonfire from the County’s website [www.floydcountyga.gov](http://www.floydcountyga.gov). Go to the front page, go to Departments, click on Purchasing. On the left side of the page click on “Bids and RFPs. Register on Bonfire. Then you will be able to download all documents. The RFP will also be posted on the Georgia Procurement Registry (GPR) <https://ssl.doas.state.ga.us/prrsapp/prindex.isp>.

Floyd County reserves the right to reject any or all proposals and to waive any informalities in the proposal process. In the event that no proposal substantially satisfies the specified goals as presented in this Request for Proposal, the County, at its sole discretion reserves the right to call for new proposals.

All questions regarding the proposal must be in writing and submitted through the Bonfire Portal. All questions must be received by **5:00 PM, April 15, 2024**. Questions after that date and time may not receive a response due to time constraints. Verbal questions and responses are not binding.

The successful Firm will be required to furnish the County with Professional Liability Insurance, Workman's Compensation Insurance, and \$2,000,000 Liability/Umbrella coverage and all other coverages as specified.

The work is to be awarded in one contract and shall conform in all respects to the Specifications contained in this proposal package which are available for review in the office of the Purchasing Director of Floyd County, which is also the office of the undersigned, and said specifications, general conditions are open to the inspection of the public.

All forms, certifications and compliance documents required by Floyd County must accompany each proposal. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents.

The right is reserved to the Board of Commissioners of Floyd County, Georgia to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of proposals, during which time proposals shall remain open and not subject to withdrawal. The right is also reserved to the Board of Commissioners of Floyd County, Georgia to reject any and all bids and to waive any and all technicalities or informalities. Any contract executed pursuant to this notice shall be binding upon the Board of Commissioners of Floyd County, Georgia, as such, but will not create a liability expressed or implied, against any members of the Board of Commissioners of Floyd County, the Chairman of the Board, or employee of said County, in his or her individual capacity.

Equal Opportunity Employer

**FULL PROPOSAL PACKAGE MUST BE SUBMITTED VIA BONFIRE**

**<https://floydcountyga.bonfirehub.com>**

**BILL GILLILAND  
PURCHASING DIRECTOR  
FLOYD COUNTY BOARD OF COMMISSIONERS**



**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161  
(706) 291-5118**

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**REQUEST FOR PROPOSAL**

**Date Issued: March 20, 2024**

Sealed proposals from suppliers will be received by the Purchasing Department of *FLOYD COUNTY GEORGIA*, via [www.floydcountyga.bonfirehub.gov](http://www.floydcountyga.bonfirehub.gov) at **2:00 PM (local time) on April 22, 2024**, for:

**Classification and Compensation Study  
For Floyd County Georgia**

**Bid# 24-012**

After that time and in the Purchasing Department Suite 106, the bids will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at <https://floydcountyga.bonfirehub.com>, or email Randy E. Self at [randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org) or you may get a copy in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106, Rome, Georgia 30162. Requests for documents should be filed promptly with the Purchasing Department.

All questions regarding this bid should be sent via the Bonfire website <https://floydcountyga.bonfirehub.com> or to Bill Gilliland at [bill.gilliland@floydcountyga.org](mailto:bill.gilliland@floydcountyga.org) and Randy E. Self at [randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org). Verbal questions and answers are not binding on any party. Submit questions no later than **5:00 PM April 15, 2024**, questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during bidding period. Addenda will be sent to all known Bidders and Owner. Addenda becomes part of the Contract Documents. Include resultant costs in the Bid Price.  
Equal Opportunity Employer

**FULL BID PACKAGE MUST BE SUBMITTED VIA BONFIRE**  
<https://floydcountyga.bonfirehub.com>

**BILL GILLILAND, CPPB  
PURCHASING DIRECTOR**



The Floyd County Board of Commissioners is soliciting a Request for Proposal from professional firms experienced in conducting a Comprehensive Classification/Compensation/Benefits Study as described herein. The intent of this Request for Proposal (RFP) is to obtain the services of a qualified firm on a contractual basis.

All Proposals submitted shall be subject to acceptance or rejection and the Floyd County Board of Commissioners reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the RFP processes.

Firms shall submit all required forms and information simultaneously with sealed proposals, which forms and information become a part of the property of Floyd County Government and will not be returned to firms.

Proposals will be publicly opened and read at the Floyd County Purchasing Department, 12 East 4<sup>th</sup> Ave, Suite 106 Rome, Georgia 30161.

The purchaser may consider as non-responsive, any proposal in which there is an alteration of, or departure from the proposal form hereto attached.

The Floyd County Board of Commissioners will review and evaluate the RFP responses, and determine the firm that demonstrates the greatest capabilities and relevant experience, proposes a reasonable cost, and is the most advantageous in fulfilling the County's goals for this project. The Floyd County Board of Commissioners reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the County's best interest. The firm to whom the award is made will be notified as soon as possible. The purchaser reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the proposal of a firm who, in the sole opinion and discretion of the purchaser is not able to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.

Proposals may be withdrawn by written emailed request, provided such withdrawals are received prior to proposal opening date.

Unless stated on the proposal form the proposal submitted will assume all specifications will be met.

Please note on the proposal form all exceptions.

Contractor shall insure that all personnel/sub-contractors hired by the contractor to perform services for the Floyd County Board of Commissioners, pursuant to this contract or any change orders are well qualified and have sufficient training and experience to perform the services required in a competent and efficient manner.

#### NOTICE TO OFFERORS

It is the sole responsibility of the firm(s) to ensure that proposals reach the Purchasing Department on or before the closing date and time. The Floyd County Board of Commissioners shall not be held responsible for delays caused by any situation. Offers by telephone, facsimile, or email will not be accepted.



The Floyd County Board of Commissioners will not be responsible for late deliveries or delayed mail. The proposal opening time shall be strictly observed. Under no circumstances shall proposals delivered after the specified time be considered.

Failure to restrict contacts or discussion regarding this RFP to the Floyd County Purchasing Department will be considered a serious breach of process and may, at the sole discretion of the Floyd County Board of Commissioners result in disqualifying the violating party's proposal from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the County Commission or County employees by a firm or a firm's representative concerning this proposal may result in the disqualification of the firm.

The Floyd County Board of Commissioners reserves the right to accept or reject any or all proposals, to waive any irregularity in proposals received, to award the entire proposal to one contractor or to make awards by group or by line item whichever is in the best interest of the Floyd County Board of Commissioners. Additionally, the Floyd County Board of Commissioners may unilaterally terminate this contract in whole or in part, for its convenience, availability of unobligated funds, or because of failure of the proposer to fulfill the contract obligations in any respect.



## **RFP # 24-012 Classification and Compensation Study**

### **Background**

Floyd County was established in 1834 and is located about 65 miles northwest of Atlanta where the Etowah and Oostanaula rivers form the Coosa River. Rome which is the County seat is known as “The City of Seven Hills” Few locations in Georgias can compare to the natural beauty and charm of Floyd County. Located in the foothills of the ancient Appalachian Mountains, Floyd County is a place that has reverently preserved its past while embracing its future. Throughout the decades, Floyd County has grown in sophistication to become a unique portrait of Southern heritage and hospitality. Rome and Floyd County has a strong arts community, a passion for history and a respect for the three gentle rivers - the Etowah, Oostanaula, and Coosa winding through the County and flowing through the heart of the County.

Floyd County Government provides services for the safety and general welfare of the unincorporated/incorporated population exceeding 95,000.00 residents. The County employs approximately 800 full-time and 36 part-time/temporary employees and consists of more than 30 departments including administrative offices, elections, streets/roads, solid waste collections/recycling, engineering, fleet maintenance, water distribution, courts, tax assessors, police and Emergency Management and others. We have a diverse employee population that includes all education and working levels. Types of work range from entry level laborers and clerical staff to management and professional positions. It has been more than sixteen (16) years since the last professional contracted evaluation of classifications and compensation. However, internal reviews and studies have been performed and partially implemented since that time. As turnover has occurred, positions and job descriptions are also reviewed to attempt to remain competitive prior to advertising.

During this time new positions have been created and incorporated into our current pay plan. While other positions have been eliminated or reclassified.

### **TIMETABLE**

The county is requesting proposals from experienced and qualified firm(s) to conduct a comprehensive classification and compensation study. Selection of the firm will be made based on the proposals submitted and possibly oral interviews, if needed. A tentative timetable for the selection process is provided below:

- Release of RFP – March 20, 2024
- Question Deadline – April 15, 2024, by 5:00 PM
- Response to Questions – 2-3 business days from submission date
- Proposal Deadline – April 22, 2024, 2:00 PM

Please note that the review window may include additional activities such as internal panel review, follow-up interviews and/or review and analysis.



## **GOALS AND OBJECTIVES**

Through this Request for Proposal, (RFP) the Floyd County Board of Commissioners intends to examine the credentials of potential vendors to conduct a comprehensive County-wide classification, compensation, and benefits study. The scope of work shall include a comprehensive compensation and benefits market survey, job analysis and evaluation, evaluation of internal and external compensation equity, outlining measured and achievable courses of action for possible implementation to include a revised pay schedule, and preparation of any required reports. The guiding principles throughout this study are actual take-home pay relative to both the peer group and market, both public sector and private sector when applicable, as well as the value of post-employment benefits in retirement.

### **The County's objectives are to:**

1. Attract and retain qualified employees.
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together.
3. Provide salaries commensurate with assigned duties.
4. Clearly outline promotional opportunities and provide recognizable compensation growth.
5. Provide justifiable pay differential between positions; and
6. Maintain a competitive position with other comparable government entities and private employers within the same geographic area.

All work will be done with regular involvement of the County's Human Resources & Risk Management Director. The County Manager and the County's senior management team will be involved as necessary. Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected.

## **Scope of Work**

The study shall include an examination of the County's classification and compensation system and shall make recommendations for possible changes to compensation policies, procedures, and practices. The development of a comprehensive classification/compensation plan for County employees shall be based upon an objective analysis and evaluation of job content. This study shall be conducted in accordance with generally accepted compensation methods and applicable federal and state laws. The overall classification and compensation plan must provide internal equity and be competitive in the marketplace in attracting and retaining qualified employees. The study shall include, but is not limited to, the following:

### **A. Informational Meetings**

1. Consultant to schedule an initial meeting with the County Manager and the HR & Risk Management Director to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
2. Consultant to meet with senior management and all department heads to explain study and process to be used.
3. Consultant to provide weekly progress reports to the HR & Risk Management Director.

**B. Classification Study**

1. Review of background materials including current classification system, classification descriptions, organizational charts, and classification and compensation policies and procedures.
2. Consultant to review job descriptions to ensure understanding of each position. Consultant to conduct interviews and/or job audits with management as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
4. Consultant to present proposed recommendations to the HR & Risk Management Director and County Manager for review prior to making any final classification determinations.
5. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
6. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
7. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
8. Consultant to provide a straightforward, easily understood, maintenance system that the Human Resources Department will use this to keep the classification system current and equitable. The classification system should be provided in electronic format. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.
9. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

**C. Compensation Study**

1. Consultant to review current pay plan and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the city can strive to maintain.
3. Conduct a full market analysis with comparable labor market including both private, when applicable, and public sector (locally, regionally, and statewide) using an approved peer group.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey.
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity. Prepare a new salary structure based on the results of the survey and best practices if necessary.
6. Consultant to develop guidelines to assist County staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, promotional pay, and acting assignment pay.
10. Consultant to provide system documentation and computer formats/software to administer pay plan.

11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed pay plan. Maintenance should include annual activities such as a market survey.
12. Consultant to conduct a compression analysis to include any recommendations for implementation.
13. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

#### **D. Benefits Component**

1. Consultant to conduct a thorough benefits survey along with the compensation survey.
2. Review and provide an assessment on the competitiveness of the County's entire benefits package (including annual/vacation leave, sick leave, holidays, health, dental, life, disability, retirement, tuition reimbursement, etc.). Total compensation is the desired result.
3. Consultant to recommend comparable labor markets, including both private and public sector employers, for benefits survey.
4. Recommend any changes to benefit programs and/or plan designs.

#### **Proposed Timeline**

Event Date

Deadline for Receipt of Written Questions..... 4/15/2024

Proposal Response Due Date (Proposal Opening) ..... 2:00 PM ..... 4/22/2024

#### **Pre-Submittal Inquiries**

From the date this RFP is issued until a firm is selected, Firms are not allowed to communicate with any staff or elected officials of the County regarding this procurement. Any unauthorized contact may disqualify the firm from further consideration. Contact information for the single point of contact is as follows:

Assistant Purchasing Director: Randy E. Self  
Address: 12 East 4<sup>th</sup> Avenue. Suite 106, Rome, GA 30161  
Office: 706-291-5118  
E-mail Address: [randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org)

Form of Questions: Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit these questions on the County's Bonfire webpage <https://floydcountyga.bonfirehub.com> for this solicitation referenced above on or before the date stipulated. Each question must provide clear reference to the section, page, and item of the RFP in question. Questions received after the deadline may not be considered.

Floyd County Answers: The County will provide answers to questions received within the period stipulated with a formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon Floyd County. Any formal written addendum will be posted on the County Bonfire webpage.

Addenda: Floyd County may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the County's Bonfire webpage. Addenda will become part of the proposal documents and subsequent contract. Failure to submit in accordance with an addendum may be cause for rejection. In unusual circumstances,

Floyd County may postpone opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.

### **Statement of Methods and Procedures**

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

### **Management Synopsis**

Provide a synopsis, prepared for management review, covering the pertinent features of the proposal including overall costs and term of work.

### **Structure and Content of Work Product**

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final work product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to Floyd County as long as the minimum requirements set out in this RFP are met.

### **Work Schedule**

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

### **References**

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

### **Cost of Services**

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because your firm is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions/positions, the data from which can be shared rather than independently gathered.

### **Final Product**

Provide a statement that the firm agrees to:

- a. Provide the final report, tables, schedules, changes to job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification plan in electronic format; and
- b. Appear at a scheduled Finance and Administration Committee and/or Commission meeting to present and discuss the recommendations and final report.

### **Additional Services (Optional)**

Provide any other related and recommended products or services not specified in this RFP which may be considered essential or beneficial by the firm. These services should be priced separately.

### **Other**

The complete (all pages) Request for Proposal document with any addenda acknowledgements filled out, initialed, and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

### **Deliverables**

1. Prepare a written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan. The plan must provide internal equity and be competitive in the marketplace in attracting and retaining qualified employees.
2. Provide an electronic instrument for the on-going internal administration and maintenance of the proposed Classification and Compensation Plan.
3. Provide instructional information to allow County staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
4. Present the results of the Classification and Compensation Study and recommendations to the County Manager and the HR & Risk Management Director before the final presentation to the Floyd County Board of Commissioners.
5. Prepare a written summary of the Study's objectives, actions, findings, and recommendations and make a final presentation to the County.

## **E. Other Requirements**

### **Financial Standing**

The firm selected must be able, if requested, to provide proof that they are in good financial standing with all vendors, subcontractors, etc., prior to the award of the contract. This means that the vendor may be required to provide information to include, but not limited to, a list of all vendors and subcontractors with proof that they are currently "net 60" with those individuals. Proof can be in the form of a letter on company letterhead and/or contact information with the provider to which the County can follow-up with vendor/subcontractor.

In addition, the County may require contact information with the contractor's financial institution(s), along with the necessary consent for the County to contact the institution to inquire as to the financial status of the contractor.



## **Proposal Evaluation**

### **A. Proposal Evaluation Process**

Floyd County reserves the right to waive any informality or irregularity in any proposal, to reject any and all proposals, to award a proposal wholly or in part, to call for re-solicitation and to negotiate with any contractor, if it is deemed in the best interest of Floyd County to do so. As part of the evaluation process, the contractor may be required to attend one or more meetings with Floyd County for the purpose of clarifying materials, products, services, and pricing. The selection process may include requests for additional information from individual firms regarding the proposed materials, products, scope of services, pricing, and product specifications.

Proposals will be evaluated by a committee comprised of County representatives. The evaluation process will include review of qualifications, proposed schedule and costs, and other information submitted with the proposal. Non-responsive or incomplete proposals may be rejected for further consideration.

Final selection of the firm will follow a multi-step process. The qualifications provided under this RFP will be thoroughly reviewed with the top candidate(s) selected by a Review Team. The top candidate(s) cost will be reviewed for affordability. The price and project completion timeline are of importance to Floyd County, and may be weighted more heavily in the final award of the contract based upon other criteria. The cost provided is to be a "not to exceed" lump sum cost.

### **B. Presentations and Demonstrations**

After the initial proposal evaluation, one (1) or more firms may be invited to meet with members of the Evaluation Committee for a formal interview to present proposals. At the County's discretion, selected firms may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offers). Firms be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information requested by the Evaluation Committee after the firm's proposal will be used to further evaluate the selected firms to determine a rank order. Final approval of a selected firm is subject to approval by the Floyd County Board of Commissioners

Presentations will be held at a time and date that is yet to be determined. Each firm invited for a formal presentation will be contacted to schedule an appointment time.

### **C. Selection Criteria**

Proposals will be evaluated using the following criteria:

- Quality and thoroughness of the proposal. 20%
- Related experience of the firm and key staff with similar studies. 20%
- References, credentials and/or recommendations from past clients. 15%
- Costs associated with developing, preparing, and presenting the study. 25%



- Ability of the firm and the firm's subcontractors to provide the services requested as well as financial stability and availability. 20%

**D. Negotiation and Best and Final Offer (as applicable)**

1. If the County deems in its best interest, it has the right to ask one or more firms to provide a Best and Final Offer (BAFO).
2. If the County deems it is in its best interest to retain the services of one (1) or more firms, the County reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to hourly rates, fees for services, markups for overhead and profit on subcontractors, a "not to exceed" contract amount, as well as any other items the County deems appropriate.
3. If negotiations are successful, the County and the highest-ranking firm may enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the County and the highest-ranking firm, the County may choose to negotiate with other firms.
4. Separate meetings with more than one (1) firm may be conducted during the same time frame; however, negotiation sessions with one firm will not be held in the presence of another firm.
5. Firms submitting proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best value and offer" for the County. Consequently, firms are urged to submit the best possible terms in their original submittal.



## Terms and Conditions

All proposals and supporting materials as well as correspondence relating to this RFP become property of the Floyd County Board of Commissioners when received. Any proprietary information contained in the proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. The following terms and conditions shall also apply:

1. All applicable Federal and State of Georgia laws, Floyd County ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to firms throughout and are incorporated herein.
2. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
3. No proposal shall be accepted from, and no contract shall be awarded to, any person, firm, or corporation that (i) is in arrears to the County with respect to any debt, (ii) is in default with respect to any obligation to the County or is deemed irresponsible or unreliable by the County.
4. The County shall be able to request of the firm satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.
5. From the date this RFP is issued until a firm is selected, Firms are not allowed to communicate with any staff or elected officials of the County regarding this procurement, except at the direction of Randy E. Self, Assistant Purchasing Director of Floyd County, and procurement officer in charge of this solicitation. Any unauthorized contact may disqualify the firm from further consideration.

Contact information for the single point of contact is as follows:

Assistant Purchasing Director: Randy E. Self  
Address: 12 East 4<sup>th</sup> Avenue, Suite 106, Rome, GA 30161  
E-mail Address: [randy.self@floydcountyga.org](mailto:randy.self@floydcountyga.org)

6. The costs for developing and delivering proposals or other materials in response to this RFP and any subsequent presentations of a proposal as requested by the County are entirely the responsibility of the submitting firm. The County is not liable for any expense incurred by the firm in the preparation and presentation of its proposal.
7. While the County has every intention to make an award because of this solicitation, issuance of the RFP in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:
  1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the County will not reimburse any firm for preparation of its proposal. Proposals may be returned upon request if unopened.
  2. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the County will not reimburse any firm for preparation of its proposal. Proposals may be returned upon request if unopened.

3. Reject any or all proposals received, make a contract award based directly on the proposals received in the best interest of the County, in its sole discretion, or enter into further discussions with one (1) or more firms.
4. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal.
5. Make partial award or no award if it is in the best interest of the County to do so; and
6. Terminate any contract if the County determines adequate funds are not available.

#### **E. Contract Term**

The contract term shall be as stated in the contract awarded as a result of this procurement.

The Awarded firm will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal.

The Floyd County Board of Commissioners reserves the right to approve all subcontractors. The Awarded firm shall be responsible to the Floyd County Board of Commissioners for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the awarded firm. Further, nothing contained within this document, or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the Floyd County Board of Commissioners.



## REQUIRED FORMS

### INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain, and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the County covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$2,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$5,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

8. Workers' Compensation Insurance - \$100,000 Bodily Injury by Accident – each accident; \$500,000 Bodily Injury by Disease – policy limit; and \$100,000 Bodily Injury by Disease – each employee. All such insurance shall remain in effect until final payment is made and the Project is accepted by the County. If the contractor receives notice of non-renewal or material adverse change of any of the required coverages, the contractor shall promptly advise the County in writing. Failure of the Contractor to promptly notify the County of non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the County. The insurance policies shall contain or be endorsed to contain, the following provisions:
- a) A provision that coverage afforded under such policies shall not expire, be canceled, or altered without at least thirty (30) days prior written notice to the County.
  - b) Worker's Compensation and Employer's Liability and Property Insurance Policies shall contain a waiver of subrogation in favor of the County and the County's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
  - c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the County and the County's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the County.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the County.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits the liability of the Contractor whether or not same is covered by insurance.

Certificate Holder Should Read:

Floyd County Board of Commissioners  
12 East 4<sup>th</sup> Avenue, Suite 106  
Rome, Georgia 30161



## PROPOSAL FORM

TO:

Floyd County Board of Commissioners – Purchasing Department  
12 E 4<sup>th</sup> Ave. Rome, GA 30161 - via <https://floydcountyga.bonfirehub.com/>

BID PKG. 24-012 Classification and Compensation Study

Firm Name: MyHRLane, LLC

All proposals submitted shall be subject to acceptance or rejection and the Floyd County Board of Commissioners specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the RFP processes.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the Purchasing Department.

Contractor: MyHRLane, LLC

Address: 3480 Peachtree Rd NE, Ste 161

City, State, Zip Code: Atlanta, GA 30326

Phone Number: 502-552-4574

Email Address: RaeBullard@myhrlane.com

Print Name: Rae Michelle Bullard

Signature: *R. M. Bullard*

Date: 4/10/2024

This proposal shall be signed by a representative who is authorized to contractually bind the contractor

Please scan a Company Contact's Business Card.



**MyHRLane, LLC**  
Rae Michelle Bullard, CEO  
3480 Peachtree Rd NE, Ste 161  
Atlanta, GA 30326  
myhrlane.com  
[RaeBullard@myhrlane.com](mailto:RaeBullard@myhrlane.com)  
[502-552-4574](tel:502-552-4574)



## **CHECK LIST**

Bidders are required to complete the following Bid Form Appendices and submit with Bid.

- X   **Bid Price Proposal (should be a separate submission on Bonfire)**
- X   **Bidders Declaration Page**
- X   **Certificate of Non-Discrimination**
- X   **Certificate of Non-Collusion**
- X   **Drug Free Workplace Certificate**
- X   **W-9**
- X   **Bid Page(s)**
- X   **Addendums (If any)**

**The documents above are included within this Invitation to bid. Addendums will be available when issued.**



## BIDDERS DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **2:00 PM, April 22, 2024**, but may not be withdrawn after such date and time.
- That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests
- That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: MyHRLane, LLC

Phone: 502-552-4574

Name Print: Rae Michelle Bullard

Signature: R. M. Bullard

Email: RaeBullard@myhrlane.com

Date: 4/10/2024





### **CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER MyHRLane. LLC

SIGNATURE R. M. Bullard

TITLE Rae M. Bullard, CEO



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response, and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name (**PLEASE PRINT OR TYPE**): MyHRLane, LLC Date: 4/10/2024

Authorized Signature: R. M. Bullard

Name and Title of Person Signing: Rae M. Bullard, CEO

Company Address: 3480 Peachtree Rd NE, Ste 161, Atlanta, GA 30326

Phone: 502-552-4574 FAX: N/A E-MAIL: RaeBullard@myhrlane.com



## **FLOYD COUNTY BOARD OF COMMISSIONERS DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-vendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub-Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: MyHRLane, LLC

By: R. M. Bullard

Name Printed: Rae M. Bullard

Title: CEO

Date: 4/10/24

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rae M. Bullard	
	<b>2</b> Business name/disregarded entity name, if different from above MyHRLane LLC	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>7</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 3480 Peachtree RD NE Suite 161	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code Atlanta, GA 30326	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
8	5		-	1	3	7	7	4	9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ►</b> Rae M. Bullard	<b>Date ►</b> 03/25/24
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**BIDDERS ADDENDA ACKNOWLEDGEMENT**

Bidder acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
Addendum 1	4/10/24

Signed this 10th day of April 2024

Signature: R. M. Bullard

Title: Rae M. Bullard, CEO

Company: MyHRLane, LLC

ATTACHMENT 2

# Your MyHRLane Team

MyHRLane only brings the finest subject matter experts to each project. We hand pick each team based on how their mad skills perfectly dovetail into what you need from us. Here's the team we'll bring to you:

## Rae M. Bullard

**Founder/CEO, Project Manager**

**MBA Management**

**Nearly 20 years of Human Resources experience**

- Previous Vice President and Chief Human Resources Officer
- CEO of a full-service HR Provider
- Over a decade of leadership experience
- Responsible for all HR sectors for a 1400+ employee company
- Directly responsible for Compensation, Classification, and Benefits Survey for multiple employers.



**Employer #1: Chief Human Resources & Compliance Officer**

- Oversees the HR organizational strategic design, in all areas including change management, talent management, compliance, compensation, total rewards administration, and training and development.
- Responsible for advancing the organization's HR needs, goals and plans to the executive team and enterprise-wide.
- Ensure HR programs, initiatives, policies and procedures are administered in a uniform and compliant manner.
- Collaborate with executive team to drive human capital initiatives, succession planning, and DEI programs.
- Provide executive leadership guidance and coaching on strategic matters.

**Accomplishments:**

- Developed and implemented company compensation philosophy; standardizing pay practices; establishing pay equity

- Implemented market compensation analysis to remain competitive, fair and consistent.
- Restructured HR Department for efficiency and effectiveness.
- Decreased company turnover by 11%. Increased employee engagement by 5%

**Current Projects:**

- Redesign of performance appraisal and merit-based pay structure pay for performance program.
- Design and launch the full capacity of HRIS: ATS, Self-Serve, HR Metrics
- Creating leadership development training
- Develop reward & recognition program.

**Employer #2: Vice President of Human Resources**

- Oversaw and managed all functions of Human Resources department with \$2M operating budget including, but not limited to Employee Relations, Payroll, Compensation, Benefits Administration, Talent Acquisition & Management, Training/Development, HRIS.
- Served as a member of the executive team to provide support on business strategies and human capital initiatives.
- Responsible for all vendor contracts and relationships
- Directed staff in the design and administration of employee benefits and compensation programs.
- Oversaw the liability and risk of the organization through compliance and addressing federal, state and local law regulations. Ensured internal practices comply with employment and labor laws.

**Accomplishments:**

- Decreased RN TO by 19% and CNA TO by 11% with MJH
- Reorganized HR department creating \$250K annual savings.
- Implemented new HRIS system (Kronos) with MJH
- Just Culture implementation at MJH; stabilizing TO and creating consistent coaching practices.
- Developed compensation standardized program and policies.
- Partnered with universities to expand talent pipeline.

## Melinda A. Negrón

### Benefits Consultant/Benefits Manager

#### B.S. Management, PHR/SHRM-CP Certified

- Over 23 years in benefits administration, job design, training, and development.
- Responsible for overseeing benefits administration for 600+ employee.
- Responsible for working with brokers, carriers, and carrier systems to review plans, select benefit services based on employee utilization. Provided benefits training to staff of all levels to ensure employees understand and utilize benefits to the full extent possible.
- Responsible for working closely with employers to create benefits packages that promote employee health, and employee retention, while managing costs and remaining competitive.
- Collaborate with insurance carriers and healthcare providers to negotiate coverage terms and ensure compliance with laws such as Affordable Care Act.
- Collaborated with Chief Financial Officer to ensure benefit changes were aligned were sustainable and aligned with company budget.



### Account Manager

- Established a Client Service Plan with each client based on mutual goals and objectives and maintained a monthly progress report of Service Plan activities for management review.
- Managed implementation of all carrier or planned changes including verifying plan benefits sold, rates, proper paperwork submission, and coverage verification.
- Reviewed and analyzed policies, benefit summaries, SPDs, forms, and rates for accuracy.

### Human Resources Manager

- Responsible for overseeing all HR functions in an HR Department of four including employee relations, workforce planning, performance management, benefits negotiation and administration, and Benefits Administration for 400+ employees. Provided benefits training to staff of all levels to ensure employees understand and utilize benefits to the full extent possible.



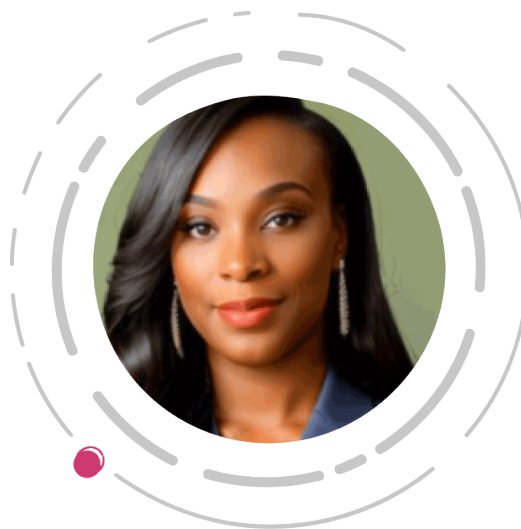
## Brittney Simpson

**Compensation Analyst/Consultant/Total Rewards**

**B.A. Psychology/MPS Human Resources**

**SHRM-SCP**

Results-driven SHRM-SCP certified HR professional with 10+ years of experience across diverse industries with a track record of success in optimizing HR operations, enhancing employee experience, and fostering a positive workplace culture. Celebrated for devising innovative solutions to complex HR challenges, evidenced by 60+ articles in esteemed publications such as Fast Company, SHRM, and HR.com. Known for strategic thinking, analytical prowess, and a collaborative leadership style. Committed to driving efficiency and innovation in HR shared services to support organizational goals. Currently, diversifying impact through ad hoc projects in non-profit, business consulting, and technology sectors.



Charged with fostering trusting business relationships with multiple clients through the creation of strategic HR action plans. Developed customized approaches tailored to address specific business needs. Served as a trusted advisor, providing best practice and industry-specific guidance to businesses and leading HR projects with expertise and insight.

- HR BUSINESS PARTNER - Akebono, 8/19 to 12/20 – Revamped the leave of absence process, recouping benefit premiums from staff, resulting in a recovery of \$30k in payments; led the IATF16949 audit and rolled out standardized processes.
- HR MANAGER - Jack Morton, 12/20 to 8/21 - Oversaw 7 sites and 250 employees, focused on talent management and DE&I. Managed the Employee Resource Groups and hand picked to host the annual global employee recognition ceremony.
- HEAD OF HR - Arcelor Mittal Tailored Blanks, 8/21 to 3/22 - In 3 months, led the HRIS transition from ADP to UKG, opened a new manufacturing site filling 40+ positions and won a \$92K Going Pro training grant from the State of Michigan.
- COMPENSATION ANALYST- Xiber, 2024 - Performed an executive compensation review to align pay with performance.
- HEAD OF HR- Justice by Carter, 2024 - Transitioned 1099 staff to W2 employees, implemented medical and 401k benefits and developed the company's first employee handbook. Processed international payroll.

### Key Driver Competencies

Strategic Planning and Execution • Employment Life-cycle Management • HRIS Systems • Performance Management • People Metrics & Reporting • Organizational Design & Succession Planning • Compensation & Benefits • Payroll Management Diversity/Inclusion • Talent Acquisition • Employee Relations • Career Planning • Recognition Programs • Total Rewards

# THE CLASSIFICATION STEPS AND THEIR INDIVIDUAL CONTRIBUTION TO THE FINAL RESULT



The final step is the “Pay Band Assignment”, which is based on the market job benchmark 50<sup>th</sup> percentile result and matching 95-105% of the closest new pay structure midpoint.

## PAY BAND ASSIGNMENT WITHIN PAY STRUCTURE

The “Career Level” is the fourth and final step necessary to determined the market value of each individual job as the higher the career level, the greater the amount of base pay.



## CAREER LEVEL

The “Career Pathway” helps to distinguish FLSA Non-Exempt roles (Support Worker/Technician) from FLSA Exempt roles (People Leader/Professional) and from each other.



## CAREER PATHWAY



The “Career Family” provides the “essence” of each job and provides the 1<sup>st</sup> level of market data job benchmark distinction as no two families pay exactly the same...

## CAREER FAMILY



The “Career Group” is the broadest of the classifications, and helps to establish the more specific career family in the next step...

## CAREER GROUP

*Each Career Architecture Element Builds on the Prior One!*

# Putting It All Together

For Every Job and Employee

- Step One: Determine Job/Career Group
- Step Two: Determine Job/Career Family
- Step Three: Determine Job/Career Pathway
- Step Four: Determine Job/Career Level

These four (4) steps when done consistently, allows us to then go to market job benchmarks to apply that identified job's 50<sup>th</sup> percentile of market and align to the closest internal pay structure band midpoint

*Note: A balance between market data (external) and job evaluation scoring results (internal) ensures the most precise job pay band placement that is possible. This allows for the organization to control costs and for the employee to be paid appropriately for their contributions to the organization at the same time. This approach also supports incremental career development options as a means to keep employees engaged and promote long-term retention possibilities.*

TCDS PROPOSED SOUTH FLORIDA (100% OF U.S. NATIONAL AVERAGE)						
PAY BAND	MIN	MID	MAX	RANGE SPREAD	MIDPOINT PROGRESSION	PAY BAND OVERLAP
14	116,523	148,437	180,351	55%		
13	101,324	129,076	156,827	55%	15.0%	2
12	89,792	112,240	134,687	50%	15.0%	3
11	78,080	97,600	117,120	50%	15.0%	4
10	67,895	84,869	101,843	50%	15.0%	4
9	60,220	73,799	87,378	45%	15.0%	3
8	52,365	64,173	75,981	45%	15.0%	3
7	46,547	57,043	67,539	45%	12.5%	3
6	42,237	50,705	59,173	40%	12.5%	3
5	37,544	45,071	52,598	40%	12.5%	4
4	33,373	40,063	46,754	40%	12.5%	4
3	30,339	36,421	42,503	40%	10.0%	4
2	27,581	33,110	38,639	40%	10.0%	4
1	25,073	30,100	35,127	40%	10.0%	4

SCORING (POINTS) GRID	
PROFESSIONAL	CAREER LEVEL
20	ENTRY
36	INTERMEDIATE
52	SENIOR
68	MASTER
84	SPECIALIST
100	EXPERT

CHILDNET JOB TITLE	EXTERNAL MARKET JOB BENCHMARK TITLE	CAREER GROUP	CAREER FAMILY	CAREER PATHWAY	CAREER LEVEL	SCORING POINTS	BASE PAY MARKET 50TH (FLL)	NEW STRUCTURE PAY BAND #
Early Child Court Specialist	Child Life Specialist	Social Services	Case Management	Professional	Intermediate	38	\$50,300	6

The Pay Band Assignment for Each Job & Employee Is the Final Output

THIS CERTIFIES THAT

# MyHRLane LLC



\* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 541612; 561311; 561320; 561312; 561330; 541611; 611430

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/07/2023

**Issued Date**

AT248374

**Certificate Number**

08/31/2024

**Expiration Date**

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

**Ying McGuire**  
**NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Stacey Key", is positioned above the name and title of the NMSDC President and CEO.

**Stacey Key, President and CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# CERTIFICATE OF MEMBERSHIP

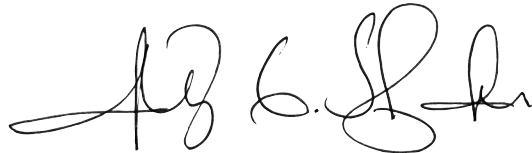
The Society for Human Resource Management (SHRM) certifies that

**Ms. Rae Bullard**

is a member in good standing with all  
the privileges and benefits accorded through

**7/31/2024**

Presented by



Johnny C. Taylor, Jr., SHRM-SCP  
President & CEO





# FLOYD COUNTY, GEORGIA

## PURCHASING

### ADDENDUM #1

**BILL GILLILAND**  
PURCHASING DIRECTOR

**RANDY E. SELF**  
ASST. PURCHASING DIRECTOR

**AMANDA JENKINS**  
PURCHASING AGENT

**SHARON PASLEY**  
PURCHASING AGENT

**TO: ALL PROSPECTIVE BIDDERS**  
**Bid #24-012 CLASSIFICATION & COMPENSATION STUDY**

**FROM: Randy E. Self, Asst. Purchasing Director**

**DATE: March 28, 2024**

**SUBJECT: Questions & Answers**

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Included in this Addendum are questions and answers that may be helpful in determining your submission.

1. Are part-time employees included in the study?  
**Part-time positions are included.**
2. How many unique job titles or job classifications are included in the study?  
**There are approximately 12 unique job titles, however, there are a total of 225 job titles.**
3. What is the anticipated start date of the project and is there any flexibility in the start date?  
**There is flexibility in the start date. Targeted Start date is June 2024.**
4. What is the expected timeline for the project and when does the County need final results/recommendations?  
**Six months target with nine-month completion to include class descriptions.**
5. Does the County want the consultant to update job descriptions.  
**Job description creation and updates are required.**
6. Does the County currently utilize a job evaluation system to maintain internal equity? If not, is the County interested in implementing a job evaluation system?  
**The County currently uses one and the County is looking to implement one with the system being provided to the County for system maintenance.**

7. Does the County want the consultant to recommend adjustments to benefits as a result of the market study?

Yes, we would want an analysis of how our benefits stack up in comparison to private and other comparable agencies. A total compensation study.

8. Has a budget been set aside for this project and any resulting recommended implementation costs?

A budget has been set aside for this project. We ask that each vendor submit their best pricing and we will evaluate where we stand.

**Thank you,**

*Randy E. Self*

**Randy E. Self, Asst. Purchasing Director  
Floyd County Board of Commissioners**





## Your Insurance Documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 844-357-0840 (Mon-Fri, 7am-10pm ET).

### Your insurance documents

**Declarations Page**

This contains specific policy information, such as the limits and deductibles you have selected.

**Policy Wording**

This details the terms and conditions of your coverage, subject to policy endorsements.

**Endorsements**

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

**Notices**

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

**Application Summary**

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

### Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available, which can be found on the declarations page, so we can handle your call quickly. Contact us via the methods below or file a claim using our online form at <https://www.hiscox.com/manage-your-policy/claims-center>.

**Email:** [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)

**Phone:** 866-424-8508

**Mail:** Hiscox Claims Center  
5 Concourse Parkway  
Suite 2150  
Atlanta, GA 30328

# Declarations Page

## Professional Liability Errors & Omissions Insurance Declarations

This is a "Claims Made and Reported" Policy in which Claim Expenses are included within the Limit of Liability unless otherwise noted. Those words (other than the words in the captions) which are printed in Boldface are defined in the Policy.

Declaration Effective Date:	February 1, 2024		
Policy No.:	P101.458.807.2		
Renewal of:	P101.458.807.1		
1. Named Insured:	MyHRLane, LLC.		
2. Address:	185 Cliftwood Dr NE 538 Sandy Springs, GA 30328		
Email Address:	raebullard@myhrlane.com		
3.A. Limit of Liability:	\$1,000,000	Each Claim	
3.B.	\$1,000,000	Aggregate for all Claims	
4. Deductible:	\$500	Each Claim	
5. Notice:	Phone: 866-424-8508 Email: reportclaim@hiscox.com Mail: Hiscox 5 Concourse Parkway, Suite 2150 Attn: Direct Claims Atlanta GA, 30328		
6. Policy period:	From:	February 1, 2024	To: February 1, 2025
At 12:01 A.M. (Standard Time) at the address shown above.			
7. Retroactive Date:	June 1, 2020		
8. Premium:	\$951.00		
9. Attachments:			

DPL D001 CW (11/19) - Professional Liability Errors & Omissions Insurance Declarations  
 DPL P001 CW (05/13) - Professional Liability Coverage Form  
 DPL E5424 CW (02/15) - Blanket Additional Insured Endorsement  
 DPL E5015 CW (01/10) - Human Resources Services Endorsement  
 DPL E5107 GA (01/10) - Georgia Amendatory Endorsement  
 DPL E1901 CW (08/21) - Cyber Incidents Exclusion Endorsement  
 DPL E1919 CW (03/23) - War, Civil War, Cyberwarfare, and NCBR Exclusion Endorsement  
 INT N003 CW (01/19) - Policyholder Notice Electronic Delivery  
 INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603  
(914) 273-7400

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

A handwritten signature in dark ink, appearing to read "Kenrick", with a long horizontal flourish extending to the right.

President

A handwritten signature in dark ink, appearing to read "Jeff Hertz", with a long horizontal flourish extending to the right.

Secretary

A handwritten signature in dark ink, appearing to read "Kenrick", with a long horizontal flourish extending to the right.

Authorized Representative  
Date: February 1, 2024

# Policy Wording



**PROFESSIONAL LIABILITY – US DIRECT  
ERRORS AND OMISSIONS INSURANCE**



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

### ABOUT THIS POLICY

The Hiscox Professional Liability – US Direct policy is designed to offer coverage for the risks entities face in performing their **Professional Services**. **We** urge **You** to read this Policy carefully so **You** understand the insurance that **You** have purchased, and the full extent of **Your** and **Our** rights and duties under this Policy. Please note that all words and phrases that appear in bold-type (except headings) have special meaning and are defined in the Definitions section of this Policy. Coverage for all **Claims** is subject to the entire terms and conditions of the policy.

#### Coverage for Claims Made Against You

**You** have purchased insurance that provides coverage for **Claims** made against **You**. **We** will pay **Damages** on **Your** behalf for any **Claim** that falls within the Insuring Agreement and within all of the terms and conditions outlined in the policy. Covered **Claims** are for **Your Wrongful Acts** in providing or failing to provide **Professional Services**. To determine who is an **Insured** please refer to the Definitions and Spousal and Domestic Partner section of the policy. Additionally, for coverage to apply, **You** must comply with all **Your** obligations as outlined in the Notice of Claims, Notice of Potential Claims, and the rest of the policy. The most **We** will pay is outlined in the Limits of Liability Section and items **We** will not pay are outlined in the Exclusions section. **You** are responsible for payments as outlined in the Deductible section.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

In consideration of the premium charged and in reliance on the statements made and information provided to **Us**, including but not limited to the statements made and information provided in and with the **Application**, which is made a part of this Policy, as well as subject to the Limits of Liability, the Deductible and all of the terms, conditions, limitations and exclusions of this Policy, **We** and **You** agree as follows:

### I. INSURING AGREEMENT, DEFENSE AND SETTLEMENT

#### A. INSURING AGREEMENT

**We** shall pay on **Your** behalf **Damages** and **Claim Expenses** in excess of the Deductible resulting from any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**.

**We** shall also pay on **Your** behalf all **Supplemental Payments** in connection with any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**. No Deductible shall apply to **Supplemental Payments**.

#### B. DEFENSE

1. **We** shall have the right and the duty to defend any covered **Claim**, even if such **Claim** is groundless, false or fraudulent.
2. **We** shall have the right to appoint defense counsel upon being notified of such **Claim**.
3. Notwithstanding paragraph 2., **We** shall have no obligation to pay **Claim Expenses** until **You** have satisfied the applicable Deductible.
4. **Our** duty to defend shall terminate upon the exhaustion of the Limit of Liability as set forth in Item 3. of the Declarations.

#### C. SETTLEMENT

1. **We** shall have the right to solicit and negotiate settlement of any **Claim**.
2. **We** shall not, however, enter into a settlement without **Your** prior consent, which consent shall not be unreasonably withheld.
3. If **You** shall refuse to consent to any settlement recommended by **Us**, **Our** liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **Claim Expenses** incurred up to the date of such refusal.



**II. NOTICE OF  
CLAIMS AND  
NOTICE OF  
POTENTIAL  
CLAIMS****A. NOTICE OF CLAIMS**

1. As a condition precedent to any coverage under this Policy, **You** shall give written notice to **Us** of any **Claim** as soon as practicable, but in all events no later than:
  - a. the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**); or
  - b. 60 days after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**) so long as such **Claim** is made within the last 60 days of such **Policy Period** (or any purchased **Optional Extended Reporting Period**).
2. Such notice shall be sent to **Us** at the address set forth in Item 5. of the Declarations.
3. Such notice shall include any and all documents related to such **Claim**, including every demand, notice, summons or other applicable information received by **You** or by **Your** representative.

**B. NOTICE OF POTENTIAL CLAIMS**

If **You** first become aware during the **Policy Period** of any **Wrongful Act** that might be reasonably likely give rise to a covered **Claim**, **You** may give written notice to **Us** of such potential **Claim** during the **Policy Period**. Such notice must include to the fullest extent possible:

1. the identity of the potential claimant;
2. the identity of the person(s) who allegedly committed the **Wrongful Act**;
3. the date of the alleged **Wrongful Act**;
4. specific details of the alleged **Wrongful Act**; and
5. any written notice from the potential claimant describing the **Wrongful Act**.

If such notice is accepted as a “potential **Claim**,” then any actual **Claim** that is subsequently made shall be deemed to have been first made on the date such “potential **Claim**” was first reported to **Us**.

Provided, however, **You** may not report “potential **Claims**” during any purchased **Optional Extended Reporting Period**.

**C. OPTIONAL EXTENDED REPORTING PERIOD**

1. If **We** or the **Named Insured** cancel or non-renew this Policy (as described by Endorsement hereto), then the **Named Insured** shall have the right to purchase for an additional premium an **Optional Extended Reporting Period**. Provided,

however, the right to purchase an **Optional Extended Reporting Period** shall not apply if:

- a. this Policy is canceled by **Us** for nonpayment of premium (as described by Endorsement hereto); or
  - b. the total premium for this Policy has not been fully paid.
2. The **Optional Extended Reporting Period** will apply only to **Claims** that:
- a. are first made against **You** and reported to **Us** during such **Optional Extended Reporting Period**; and
  - b. are for **Wrongful Acts** committed on or after the **Retroactive Date** but prior to the effective date of cancellation or non-renewal (as described by Endorsement hereto).
3. The additional premium for such **Optional Extended Reporting Period** shall not exceed 200% of the annualized expiring premium for an **Optional Extended Reporting Period** of 3 years.

The additional premium for such **Optional Extended Reporting Period** shall be fully earned at the inception of such **Optional Extended Reporting Period**.

4. Notice of election and full payment of the additional premium for the **Optional Extended Reporting Period** must be received within 30 days after the effective date of cancellation or non-renewal (as described by Endorsement hereto). In the event the additional premium is not received within the 30 days, any right to purchase the **Optional Extended Reporting Period** shall lapse and no further **Optional Extended Reporting Period** shall be offered.

The Limits of Liability applicable during any purchased **Optional Extended Reporting Period** shall be the remaining available Limits of Liability under this canceled or non-renewed Policy (as described by Endorsement hereto). There shall be no separate or additional Limit of Liability available for any purchased **Optional Extended Reporting Period** and the purchase of any **Optional Extended Reporting Period** shall in no way increase the Limit of Liability set forth in Item 3. of the Declarations.

### **III. EXCLUSIONS**

This Policy does not apply to and **We** shall have no obligation to pay any **Damages, Claim Expenses** or **Supplemental Payments** for any **Claim**:

- A. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions; provided, however, that:
1. **We** will pay **Claim Expenses** until there is a final adjudication establishing such conduct, at which time **You** shall reimburse **Us** for such **Claim Expenses**; and
  2. this exclusion shall not apply to otherwise covered intentional acts or omissions resulting in a **Personal Injury**.

- B. based upon or arising out of any actual or alleged gaining of any profit or advantage to which **You** were not legally entitled.
- C. based upon or arising out of any actual or alleged wrongful termination, retaliation or discrimination against or harassment of any past, present, future or potential **Employee**, including but not limited to any violations of federal, state or local statutory or common law.
- D. based upon or arising out of any actual or alleged **Wrongful Act** that:
  - 1. was committed prior to the **Retroactive Date**;
  - 2. has been the subject of any notice given under any other policy of which this Policy is a renewal or replacement; or
  - 3. **You** had knowledge of prior to the **Policy Period** and had a reasonable basis to believe that such **Wrongful Act** could give rise to a **Claim**; provided, however, that if this Policy is a renewal or replacement of a previous policy issued by **Us** providing materially identical coverage, the **Policy Period** referred to in this paragraph will be deemed to refer to the inception date of the first such policy issued by **Us**.
- E. brought by or on behalf of any federal, state or local government agency or professional or trade licensing organization; provided, however, this exclusion shall not apply to claims brought in their capacity as a client receiving **Your Professional Services**.
- F. brought by or on behalf of one **Insured** against another **Insured**.
- G. brought by or on behalf of any person or entity maintaining **Effective Control** of **You**.
- H. based upon or arising out of any actual or alleged violation of the following laws, including any similar provisions of any federal, state or local statutory or common law:
  - 1. the Securities Act of 1933 (as amended);
  - 2. the Securities Exchange Act of 1934 (as amended);
  - 3. any state blue sky or securities laws (as amended);
  - 4. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq. (as amended);
  - 5. the Employee Retirement Income Security Act of 1974 (as amended);

including any rules or regulations promulgated thereunder.
- I. based upon or arising out of any actual or alleged obligation under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state or local statutory or common law.
- J. based upon or arising out of any actual or alleged liability of others that **You** assume under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

- K. based upon or arising out of any actual or alleged **Bodily Injury** or **Property Damage**.
- L. based upon or arising out of any actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.
- M. based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent or theft of trade secret.
- N. based upon or arising out of any actual or alleged false or deceptive advertising of **Your** goods or services or misrepresentation in advertising of **Your** goods or services, including but not limited to any wrongful description of prices of **Your** goods or services or the quality or performance of **Your** goods or services.
- O. based upon or arising out of any actual or alleged breach of contract or breach of any implied or express warranty or guarantee; provided, however, this Exclusion shall not apply to:
  - 1. any obligation you have to perform your **Professional Services** with reasonable skill or care; or
  - 2. any liability **You** would have had in absence of such contract, warranty or guarantee.
- P. based upon or arising out of any actual or alleged violation of any federal, state or local statutes, ordinances or regulations regarding or relating to unsolicited telemarketing, solicitations, emails, faxes or any other communications of any type or nature, including but not limited to any “anti-spam” and “do-not-call” statutes, ordinances, or regulations.
- Q. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- R. based upon or arising out of any actual or alleged failure to protect any non-public, personally identifiable information in **Your** care, custody or control.
- S. based upon or arising out of any actual or alleged actuarial services, medical or nursing services, insurance agent/broker services, legal services or services as an architect or engineer.

#### **IV. LIMITS OF LIABILITY, DEDUCTIBLE AND RELATED CLAIMS**

##### **A. LIMIT OF LIABILITY**

Regardless of the number of **Claims** made during the **Policy Period** (or applicable **Extended Reporting Period**), the maximum that **We** shall be liable to pay for all covered **Damages, Claim Expenses** and **Supplemental Payments** shall be as follows:

1. The amount set forth in Item 3.A. of the Declarations as “Each **Claim**” shall be the maximum amount for each covered **Claim**.
2. The amount set forth in Item 3.B. of the Declarations as “Aggregate for all **Claims**” is the maximum amount for all **Claims** combined.
3. Notwithstanding 1. and 2. above, **Our** liability for **Supplemental Payments** shall not exceed \$250 per day for each **Insured** up to \$5,000 per **Claim**, which amounts shall reduce the amounts described in 1. and 2. above.

**B. DEDUCTIBLE**

1. **We** shall not be responsible for payment of **Damages** or **Claims Expenses** until the Deductible amount has been satisfied.
2. **We** may at **Our** discretion advance payment of **Damages** or **Claims Expenses** within the Deductible amount on **Your** behalf, but **You** shall reimburse **Us** for any such amounts as soon as **We** request such reimbursement.
3. No Deductible amount shall apply to **Supplemental Payments**.

**C. RELATED CLAIMS**

For purposes of the applicable Deductible and Limit of Liability, all **Claims** based upon or arising out of continuous, repeated, related or interrelated **Wrongful Acts** shall be considered a single **Claim** first made against **You** in the **Policy Period** the first such **Claim** was made.

**V. OTHER  
MATTERS  
AFFECTING  
COVERAGE****A. ESTATES, HEIRS, LEGAL REPRESENTATIVES, SPOUSES & DOMESTIC PARTNERS**

This Policy shall apply to **Claims** brought against:

1. the heirs, executors, administrators, trustees in bankruptcy, assignees and legal representatives of any **Insured** in the event of such **Insured's** death or disability; or
2. the legal spouse or legal domestic partner of any **Insured**;

but only:

1. for the **Wrongful Acts** of such **Insured**; or

2. in connection with their ownership interest in property which the claimant seeks as recovery for actual or alleged **Wrongful Acts** of such **Insured**.

**B. INSURED DUTY TO COOPERATE**

**You** shall have the duty to cooperate with **Us** in the defense, investigation and settlement of any **Claim**, including but not limited to:

1. upon request, submit to examination and interrogation under oath by **Our** representative;
2. attend hearings, depositions and trials as requested by **Us**;
3. assist in securing and giving evidence and obtaining the attendance of witnesses;
4. provide written statements to **Our** representative and meet with such representative for the purpose of investigation and/or defense; and
5. provide all documents **We** may reasonably require.

**C. INSURED OBLIGATION NOT TO INCUR EXPENSE OR ADMIT LIABILITY**

**You** shall not, except at **Your** own cost, make any payment, incur any expense, admit any liability, settle any **Claim** or assume any obligation without **Our** prior consent.

**D. ACTION AGAINST THE INSURER**

No action shall be taken against **Us** unless:

1. **You** have complied fully with all the terms and conditions of this Policy; and
2. the amount of **Your** obligation to pay shall have been finally determined either by judgment against **You** after actual trial, or by written agreement between **You, Us** and the claimant.

No person or organization shall have any right under this Policy to join **Us** as a party to any **Claim** against **You** nor shall **We** be impleaded by **You** or **Your** legal representatives in any such **Claim**.

**E. OTHER INSURANCE**

This Policy shall be excess insurance over any other valid and collectable insurance available to **You**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limit of Liability provided in this Policy.

**F. SUBROGATION**

1. In the event of any payment by **Us** under this Policy, **We** shall be subrogated to all of **Your** rights of recovery to such payment.
2. **You** shall do everything that may be necessary to secure and preserve such subrogation rights, including but not limited to the execution of any documents necessary to allow **Us** to bring suit in **Your** name.

3. **You** shall do nothing to prejudice such subrogation rights without first obtaining **Our** written consent.
4. Any recovery shall first be paid to **Us** up to the amount of any **Damages, Claim Expenses** or **Supplemental Payments** that **We** have paid. Any remaining amounts shall be paid to **You**.
5. Notwithstanding the above, no subrogation shall be had against any **Insured**.

#### **G. ALTERATION AND ASSIGNMENT**

No change in, modification of or assignment of interest under this Policy shall be effective unless made by written endorsement to this Policy signed by **Our** authorized representative.

#### **H. REPRESENTATIONS**

As a condition precedent of **Our** obligations under this Policy, **You** represent that:

1. the statements and representations made by **You** in the **Application** are true and are the basis of the Policy and are to be considered as incorporated into and constituting a part of this Policy;
2. the statements and representations made by **You** in the **Application** shall be deemed material to the acceptance of the risk assumed by **Us** under the Policy;
3. this Policy is issued in reliance upon the truth of the statements and representations made by **You** in the **Application**; and
4. in the event the **Application** contains misrepresentations which materially affect the acceptance of the risk assumed by **Us** under this Policy, this Policy shall be *void ab initio*.

#### **I. BANKRUPTCY OR INSOLVENCY**

**Your** bankruptcy or insolvency shall not relieve **Us** of any of **Our** obligations under this Policy.

#### **J. TERRITORY**

This Policy shall apply to **Wrongful Acts** committed anywhere in the world, provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States, its territories or possessions, or Canada.

#### **K. FALSE OR FRAUDULENT CLAIMS**

If any **Insured** shall commit fraud in proffering any **Claim** or regarding the amount or otherwise, this Insurance shall become void as to such **Insured** from the date such fraudulent claim is proffered.

#### **L. NAMED INSURED RESPONSIBILITIES**

It shall be the responsibility of the **Named Insured** to act on behalf of all other **Insureds** with respect to the following:

1. giving and receiving notice of cancellation and/or non-renewal (as described by Endorsement hereto);
2. payment of premium
3. receipt of return premiums;
4. acceptance of changes to this Policy; and
5. payment of Deductibles.

**M. EXAMINATION OF YOUR BOOKS AND RECORDS**

**We** may examine and audit **Your** books and records as they related to this Policy at any time during the **Policy Period** (or any purchased **Optional Extended Reporting Period**) or up to three years after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**).

**N. TITLES**

Titles of sections of and endorsements to this Policy are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

## **VI. DEFINITIONS**

- A. **Application** means the signed application for the Policy, whether submitted on-line, over the phone or on paper, including any attachments and other materials or statements submitted in conjunction therewith. If this Policy is a renewal or replacement of a previous policy or policies issued by **Us**, **Application** shall also include all signed applications and other materials that were submitted therewith and attached thereto.
- B. **Bodily Injury** means physical injury to or sickness, disease or death of a person, or mental injury, mental anguish, emotional distress, pain or suffering, or shock sustained by a person.
- C. **Claim** means any written demand for **Damages** or for non-monetary relief.
- D. **Claim Expenses** means the following that are incurred by **Us** or by **You** with **Our** prior written consent:
1. all reasonable and necessary fees, costs and expenses (including the fees of attorneys and experts) incurred in the investigation, defense and appeal of a **Claim**; and
  2. premiums on appeal bonds, attachment bonds or similar bond. Provided, however, **We** shall have no obligation to apply for or furnish any such bonds.

**Claim Expenses** shall not mean and **We** shall not be obligated to pay:

1. salaries, wages or expenses other than **Supplemental Payments**; or



2. the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.

E. **Damages** means a monetary judgment or monetary award that **You** are legally obligated to pay (including pre- or post-judgment interest) or a monetary settlement negotiated by **Us** with **Your** consent.

**Damages** shall not mean and **We** shall not be obligated to pay:

1. fines, penalties, taxes, sanctions levied against **You**;
2. any punitive or exemplary damages or that portion of any multiplied damages award which exceeds the damage award so multiplied, provided, however, that, if such damages are otherwise insurable under applicable law and regulation, **We** will pay an award of punitive or exemplary damages in excess of the Deductible and up to a maximum sum of \$250,000. This limit shall be a part of and not in addition to the Limit of Liability set forth in Items 3. of the Declarations;
3. the return, reduction or restitution of **Your** fees, commissions, profits, or charges for goods provided or services rendered, including any over-charges or cost over-runs;
4. liquidated damages; or
5. **Your** cost of complying with injunctive relief.

F. **Effective Control** means:

1. ownership of more than 50% of the issued and outstanding voting securities; or
2. having the right pursuant to written contract, by-laws, charter, operating agreement or similar documents to elect, appoint or designate a majority of the board of directors, management committee members of a partnership or the members of the management board of a limited liability company (or equivalent management structure).

G. **Employee** means any past, present or future:

1. employee (including any part-time, seasonal or temporary employee or any volunteer);
2. partner, director, officer, member or board member (or equivalent position);
3. independent contractor; or
4. leased worker;

of an **Organization**, but only in their performance of **Professional Services** on behalf of or at the direction of such **Organization**.

H. **Insured** means **You** or **Your**.

I. **Named Insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity set forth in Item 1 of the Declarations.

J. **Optional Extended Reporting Period** means any applicable **Optional Extended Reporting Period** contemplated by the **OPTIONAL EXTENDED REPORTING PERIOD** Clause.

- K. **Organization** means the **Named Insured** and any **Subsidiary**.
- L. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one of more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
  4. slander, libel, defamation or disparagement of goods, products or services; or
  5. oral or written publication of material in connection with **Your** advertising that violates a person's right of privacy.
- M. **Policy Period** means the period of time set forth in Item 6. of the Declarations.
- N. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- O. **Professional Services** means only those services specified in Endorsement to this Policy as performed by or on behalf of an **Organization** for others for a fee or other compensation.
- P. **Property Damage** means physical loss of or physical damage to or destruction of any tangible property, including the loss of use thereof. For purposes of this definition, "tangible property" shall not include electronic data.
- Q. **Retroactive Date** means the date set forth in Item 7. of the Declarations.
- R. **Subsidiary** means:
1. any entity of which the **Named Insured** has **Effective Control** ("**Controlled Entity**") on or before the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**;
  2. any entity of which the **Named Insured** forms or acquires **Effective Control** during the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**, but only for the first 90 days after such formation or acquisition (or until the end of the **Policy Period**, whichever is earlier). Provided, however, with respect to a **Subsidiary** described in paragraph 2. of this definition, **We** shall only cover **Claims** alleging **Wrongful Acts** committed while the **Named Insured** had **Effective Control** of such **Subsidiary**, either directly or indirectly through one or more **Controlled Entities**.

An entity ceases to be a **Subsidiary** once the **Named Insured** no longer has **Effective Control** of such entity, either directly or indirectly through one or more **Controlled Entities**, and this Policy will not respond to **Claims** made against such entity thereafter.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

- S. **Supplemental Payments** means the reasonable expenses incurred by **You**, including loss of wages, if **You** are required by **Us** to attend arbitration proceedings or trial in the defense of a covered **Claim**.
- T. **We, Us, Our** or **Insurer** means the insurance company set forth in the Declarations.
- U. **Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission or **Personal Injury** committed by **You** in the performance of **Your Professional Services**.
- V. **You** or **Your** means any:
1. **Organization**;
  2. **Employee**;
  3. joint venture in which an **Organization** participates pursuant to written agreement, but only for:
    - a. **Wrongful Acts** committed by such **Organization**; and
    - b. the percentage of otherwise covered **Damages** and **Claims Expenses** in proportion to such **Organization's** participation in the joint venture.

# Endorsements



Hiscox Insurance Company Inc.

Policy Number: P101.458.807.2  
Named Insured: MyHRLane, LLC.  
Endorsement Number: 1  
Endorsement Effective: 02/01/2024

**E5424.1 Blanket Additional Insured Endorsement (PL)**

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., “**You**’ or ‘**Your**’,” is amended to include the following at the end thereof:

**You** or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of “**You**’ or ‘**Your**’”:

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.

Endorsement 2

NAMED INSURED: MyHRLane, LLC.

Human Resources Services Endorsement

Page 1 of 2

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph O., "**Professional Services**," is amended to read as follows:

O. **Professional Services** means the below listed services performed for others for compensation:

1. human resources consulting services, including but not limited to:
  - a. advising on general business operations, strategy, organizational structure, compensation programs, employment practices or systems; and
  - b. project management.

2. Clause VI. **DEFINITIONS** is amended to include the following at the end thereof:

HR-A. **Employee Benefit Plan** means any plan created or maintained by an employer or employee organization for the benefit of its employees, directors, partners, trustees or officers, including but not limited to pension plans and employee welfare plans.

3. Clause III. **EXCLUSIONS** is amended to include the following at the end thereof:

This Policy does not apply to and **We** shall have no obligation to pay any **Damages, Claim Expenses, or Supplemental Payments** for any **Claim**:

HR-A. based upon or arising out of any actual or alleged commingling of or inability or failure to safeguard funds.

HR-B. based upon or arising out of any actual or alleged compilation of audited financial statements.

HR-C. based upon or arising out of any actual or alleged performance or failure to perform audit attestation services.

HR-D. based upon or arising out of any actual or alleged services in connection with mergers and/or acquisitions.

HR-E. based upon or arising out of any actual or alleged services in connection with the valuation of any entity or tangible or intangible property.

HR-F. based upon or arising out of any actual or alleged promise, warranty or guarantee of the future value of any real or personal property.

HR-G. based upon or arising out of any actual or alleged insolvency, receivership, bankruptcy, liquidation or financial inability of any **Employee Benefit Plan** or insurance company.

HR-H. based upon or arising out of any actual or alleged sale of any **Employee Benefit Plan**.

**Endorsement 2**

NAMED INSURED: MyHRLane, LLC.

**Human Resources Services Endorsement**

Page 2 of 2

HR-I. based upon or arising out of any actual or alleged performance or failure to perform investment advisory services, including but not limited to the following:

1. the selection of any investment manager, investment advisory, custodial or similar firm;
2. the promise or guarantee of the future performance of value of investments, or rate of return or interest;
3. the fluctuation in the value of any security;
4. any failure of investments to perform as expected or desired; or
5. acting as an investment advisor as defined in Section 202 (11) of the Investment Advisors Act of 1940.

All other terms and conditions remain unchanged.

Endorsement effective: February 1, 2024  
Endorsement No: 2

Policy No.: P101.458.807.2



By: Kevin Kerridge  
(Appointed Representative)

DPL E5015 CW (01/10)

Endorsement 3

NAMED INSURED: MyHRLane, LLC.

Georgia Amendatory Endorsement

Page 1 of 3

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is understood and agreed that the Policy is modified as follows:

1. Section V. **OTHER MATTERS AFFECTING COVERAGE** is amended to include the following at the end thereof:

**CANCELLATION**

Notice of Cancellation

- A. The **Named Insured** may cancel this Policy by giving **Us** advance written notice stating when thereafter such cancellation shall be effective. If the **Named Insured** cancels this Policy, the refund may be less than pro rata. Provided, however, if this Policy shall be cancelled by the **Named Insured** within 14 days of the inception of the **Policy Period** without having submitted a **Claim**, **We** shall return in full any premium amount actually paid to **Us**. In such event, the effective date of cancellation shall be deemed to be the inception date of the **Policy Period**.

- B. **Policies In Effect For Less Than 60 Days**

If this Policy has been in effect for less than sixty (60) days, we will mail or deliver to the **Named Insured** at the address shown in the Declarations, written notice stating when not less than ten (10) days thereafter, the cancellation shall be effective.

- C. **Policies In Effect For Sixty (60) Days Or More**

**We** may also cancel this Policy by mailing or delivering to the **Named Insured** at the address shown in the Declarations, written notice stating when not less than forty-five (45) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium), the cancellation shall be effective.

**We** may only cancel this Policy for one or more of the following reasons:

- (a) Non-payment of premium, whether payable to **Us** or **Our** agent;
  - (b) Upon discovery or fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this Policy in obtaining this Policy, continuing this Policy or presenting a **Claim** under this Policy;
  - (c) Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
  - (d) Upon the violation of any of the material terms or conditions of this Policy by any person insured under this Policy.
- D. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If **We** cancel this Policy, any return premium shall be calculated pro rata. Payment or tender of any unearned premium by **Us** shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.

Nonrenewal and Conditional Renewal



**Endorsement 3**

NAMED INSURED: MyHRLane, LLC.

**Georgia Amendatory Endorsement**

Page 2 of 3

If **We** elect not to renew this Policy or increase current Policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit or auditable coverages), or change any Policy provision which would limit or restrict coverage, **We** will mail or deliver to the **Named Insured** written notice of nonrenewal not less than forty-five (45) days before the end of the **Policy Period**.

**We** will mail or deliver the notice of nonrenewal or conditional renewal to the **Named Insured** at the last mailing address known **Us**. If the notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

2. Section V. **OTHER MATTERS AFFECTING COVERAGE**, Paragraph E. **OTHER INSURANCE** is deleted in its entirety and replaced by the following:

If there is any other valid and collectible insurance which applies to any **Claims** covered by this policy, **We** shall not be liable for a greater proportion of such loss than the applicable Aggregate Limit of Liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

3. Section V. **OTHER MATTERS AFFECTING COVERAGE**, Paragraph H. **REPRESENTATIONS** is modified to the extent necessary to provide the following:

In the event the **Application** contains misrepresentations which materially affect the acceptance of the risk assumed by **Us** under this Policy, this Policy may be cancelled and/or coverage denied.

4. Section V. **OTHER MATTERS AFFECTING COVERAGE**, Paragraph K. **FALSE OR FRAUDULENT CLAIMS** is modified to the extent necessary to provide the following:

If any **Insured** shall commit fraud in proffering any **Claim** or regarding the amount or otherwise, such fraud may be grounds for cancellation and/or denial of coverage from the date such fraudulent claim is proffered.

5. Section VI. **DEFINITIONS**, Paragraph E. **Damages** is modified to the extent necessary to provide the following:

In compliance with the laws of the State of Georgia, the definition of **Damages** shall specifically include (subject to the policy's other terms, conditions and exclusions) punitive, exemplary and multiple damages in any instances where the laws of the State of Georgia govern the **Claim**.

6. The Policy is amended by adding the following Clause at the end thereof:

**Policy Conflicts**

To the extent any term or condition contained in the Policy or any Endorsement attached thereto conflicts with any term or condition contained in this or any other State Amendatory Endorsement attached to the Policy, such terms and conditions most favorable to the Insured shall apply.

All other terms and conditions remain unchanged.

**Endorsement 3**

NAMED INSURED: MyHRLane, LLC.

**Georgia Amendatory Endorsement**

Page 3 of 3

Endorsement effective: February 1, 2024  
Endorsement No: 3

Policy No.: P101.458.807.2



By: Kevin Kerridge  
(Appointed Representative)

DPL E5107 GA (01/10)

Endorsement 4

NAMED INSURED: MyHRLane, LLC.

Cyber Incidents Exclusion Endorsement

Page 1 of 1

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause III. **EXCLUSIONS**, Exclusion R. is deleted in its entirety and replaced with the following:

R. based upon or arising out of any actual or alleged:

1. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **Your** care, custody, or control;
2. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information;
3. total or partial damage to, loss, corruption, deterioration, destruction, or alteration of, or the inability or impaired ability to access or manipulate any electronic data, software, electronic databases, computers, or any part of a computer system or network;
4. denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network;
5. unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code; or
6. threat, hoax, or demand relating to subparts 1 through 5 above.

All other terms and conditions remain unchanged.

Endorsement effective: February 1, 2024  
Endorsement No: 4

Policy No.: P101.458.807.2



By: Kevin Kerridge  
(Appointed Representative)

DPL E1901 CW (08/21)

**Endorsement 5**

NAMED INSURED: MyHRLane, LLC.

**War, Civil War, Cyberwarfare, and NCBR Exclusion Endorsement**

Page 1 of 2

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. The following is added to the end of Clause III. **EXCLUSIONS:**

This Policy does not apply to and **We** will have no obligation to pay any **Damages, Claim Expenses, or Supplemental Payments** for any **Claim**:

WC-A. based upon or arising out of, directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority;
3. **Cyberwarfare**, to the extent not otherwise excluded by paragraph 1; or
4. any **NCBR Malicious Act**.

2. For purposes of this Endorsement, the following definitions apply:

**Cyberwarfare** means any:

1. unauthorized access to, or use, alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of, any computer hardware or electronic data;
2. creation, transmission, or introduction into a computer system, computer network, or electronic data of a computer virus or harmful code; or
3. restriction or inhibition of access to a computer system, computer network, or electronic data, including through a denial-of-service (DoS) attack,

committed by, or on behalf of, a **State**.

In determining by whom any action listed in parts 1. through 3. above is committed, **We** will consider to whom any governing body (including the governing body's intelligence, law enforcement, or military services) attributes such action, regardless of whether:

- A. the computer system, computer network, or electronic data is physically located within the jurisdiction of that governing body; or
- B. there are inconsistent statements within different branches or agencies of that governing body (including intelligence, law enforcement, or military services) as to whom the action is attributable to.

However, if:

- i. a governing body has not attributed any such action to a **State**, or any person, group, association, or entity acting on the **State's** behalf; and

Endorsement 5

NAMED INSURED: MyHRLane, LLC.

War, Civil War, Cyberwarfare, and NCBR Exclusion Endorsement

Page 2 of 2

- ii. there is at least one **Media Report** or a cybersecurity forensic firm report indicating that such action is attributed to a **State** or any person, group, association, or entity acting on the **State's** behalf,

then **We** will not pay any **Damages, Claim Expenses, or Supplemental Payments** resulting from any action listed in parts 1. through 3. above until any governing body attributes such action to a **State** or any person, group, association, or entity acting on the **State's** behalf.

If a governing body does not attribute such action to a **State** or any person, group, association, or entity acting on the **State's** behalf, or declares it is unable to do so, then a **Media Report** or cybersecurity forensic firm report will be conclusive evidence that the act was committed by, or on behalf of, a **State**.

For purposes of this definition, "**Media Report**" means an article published by the Associated Press, Reuters, Wall Street Journal, or the British Broadcasting Corporation.

For purposes of this definition, "**State**" means a sovereign state, state-like entity, quasi-state, proto-state, or a state-sponsored actor or group.

**NCBR  
Malicious Act**

means an act or series of acts that harms another person or damages property through the physical release or dispersal of **Nuclear, Chemical, Biological, or Radiological Agents or Materials**, which is carried out by any person or group of persons, whether acting alone, on behalf of, or in connection with any organization.

**Nuclear,  
Chemical,  
Biological, or  
Radiological  
Agents or  
Materials**

means:

1. nuclear reaction, nuclear radiation or radioactive particles, whether released or dispersed by nuclear or conventional devices;
2. any chemical compound; or
3. any pathogen,

in sufficient concentration to cause harm to people or damage to property.

All other terms and conditions remain unchanged.

Endorsement effective: February 1, 2024  
Endorsement No: 5

Policy No.: P101.458.807.2



By: Kevin Kerridge  
(Appointed Representative)

DPL E1919 CW (03/23)

# Notices



## **Policyholder Notice Electronic Delivery**

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If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.

## **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**MyHRLane LLC**  
a Foreign Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 27026384  
Date Inc/Auth/Filed: 01/25/2023  
Jurisdiction : Florida  
Print Date : 03/25/2024  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State