



## Town of Wytheville, Virginia Request for Proposal Compensation & Classification Study

<b>ISSUE DATE:</b>  03/10/22	<b>DEPARTMENT:</b>  Assistant Town Manager	<b>PROCUREMENT #:</b>  RFP-2022-02
<b>DATE/TIME LAST DAY FOR QUESTIONS:</b>  04/08/22 on or before noon	<b>DATE/TIME OF PRE-PROPOSAL MEETING OR N/A:</b>  No meeting	<b>DATE/TIME OF CLOSING:</b>  04/12/22 on or before 4:00 pm
<b>TOWN CONTACT NAME:</b>  Elaine Holeton	<b>CONTACT PHONE:</b>  276-223-3352	<b>CONTACT EMAIL:</b>  elaine.holeton@wytheville.org
<b>PHYSICAL ADDRESS DELIVER/DELIVERY SERVICE</b>  Town Municipal Building 150 East Monroe Street Wytheville, VA 24382	<b>MAILING ADDRESS VIA USPS:</b>  Town of Wytheville P.O. Box 533 Wytheville, VA 24382	<b>HOURS OF OPERATION:</b>  8 am – 5 pm Daily, Monday through Friday, Except local, state, and federal holidays

**Process:** Sealed proposals subject to the terms and conditions as set forth by the Town of Wytheville shall be received in accordance with the date(s), time(s), and locations as specified above. All responses shall be in accordance with the requirements of this procurement document and the ensuing contract documents. Any alterations or changes will be made by a written addendum issued by the Town and all Offerors are responsible for obtaining issue addenda when notice of such is posted.

**Agreement:** In accordance with the following proposal and in compliance with the terms and conditions provided, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services as proposed, to be delivered, or furnished to designated points within the time specified, and further agrees to any changes when said changes are mutually agreed by both parties through subsequent negotiations. By signing this proposal, I certify that I am authorized to Bind the Offeror in any and all negotiations and /or contractual matters relating to the proposal. By submitting this proposal, I understand, and I agree to be bound by the conditions set forth in this document and listed attachments.

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

<b>Vendor's Legally Authorized Signature:</b>  <i>William E Ford</i>	<b>Date:</b>  3/30/2022
<b>Printed Name of Signatory:</b>  William E. Ford	<b>Title:</b>  President & CEO
<b>Name of Business/Firm:</b>  SESCO Management Consultants	<b>Contact Phone:</b>  423-764-4127
<b>Federal Employment ID#</b>  55-0418945	<b>Contact Email:</b>  bill@sescomgt.com

# Town of Wytheville, Virginia

## Request for Proposals

### Classification and Compensation Study

Presented by



P.O. Box 1848  
Bristol, Tennessee 37621  
(423) 764-4127  
(423) 764-5869 (Fax)

web site: [www.sescomgt.com](http://www.sescomgt.com)  
e-mail: [sesco@sescomgt.com](mailto:sesco@sescomgt.com)

# Table of Contents

## Section 1: Cover Letter/Executive Summary

Section 2: Project Understanding, Methodology and Approach.....1

Section 3: Proposed Timeline and Implementation Plan .....4

Section 4: Project Team/Staff Experience .....5

## Section 5: Additional Firm Experience

- Developing a Compensation System for the Town of Wytheville
- Fifteen Factor Evaluation Program Table of Contents
- Compensation and Benefit Survey Invitation Letter
- Compensation and Benefit Survey Form
- Compensation Program Administration Table of Contents

## Section 6: Attachment I – Reference List

## Section 7: Required Forms

- Appendix I – Town of Wytheville Procurement Policy General Terms and Conditions
- Attachment A – Addendum Status
- Attachment B – Proprietary/Confidential Information
- Attachment C – State Corporation Commission (SCC) Form
- Attachment D – Non-Collusion Affidavit
- Attachment E – Insurance Requirements
- Attachment F – Notice of Exceptions
- Attachment G – Business License & Professional License
- Attachment H – Self Certify Status (SWAM, DBE, Other)
- Contractor’s Certification of Workers’ Compensation Liability
- W-9

## Section 8: Other Services

- SESCO Management Consultants’ Complete Human Resource Management Services

Section 9: Summary .....6

**Section 1:**  
**Cover Letter/Executive Summary**



March 30, 2022

Elaine R. Holeton, AICP, CFM, CZA  
Assistant Town Manager  
Town of Wytheville  
P.O. Box 533  
Wytheville, VA 24382

**RE: Request for Proposal  
Compensation and Classification Study  
Procurement #RFP-2022-02**

Dear Ms. Holeton:

Please find enclosed our professional proposal to conduct the Compensation and Classification Study as outlined in your Request for Proposal dated March 10, 2022.

We sincerely appreciate the opportunity to provide this proposal for consideration.

SESCO Management Consultants, founded in 1945, is a female owned corporation providing professional services to clients throughout all 50 states. Our history includes providing a number of professional human resource and employment law consulting services to include compensation and classification consulting, compliance to the Fair Labor Standards Act, representing clients before federal and state agencies regarding EEOC and FLSA matters and a number of other services. As such, the scope of this project is a major part of our business and our skill set. In conjunction and working with your professional team, we are confident that we will meet your expectations.

Again, we sincerely appreciate the opportunity to provide this proposal and we look forward to answering any questions that may arise. Please contact me directly regarding all future questions and correspondence.

Sincerely,

SESCO Management Consultants

A handwritten signature in black ink that reads 'William E. Ford'.

William E. Ford  
President & CEO

WEF/kdt

**Section 2:**  
**Project Understanding, Methodology and**  
**Approach**

## **Section 2: Project Understanding, Methodology and Approach**

The following step-by-step approach describes how the project will be organized, the steps anticipated in conducting our work, the approach to each component and a summary of the elements that are in the final report. Please know that this is our “typical” process that has been very successful; however, as we collaborate with the team, we will ensure that our work includes your recommendations and considerations.

**Step 1 – Orientation** – The SESKO consultants will meet with the Human Resources Director and Town Manager to fully understand the existing compensation and classification study. The HR Director will provide current compensation and related HR systems.

As part of this orientation process and related administrative policies and programs.

**Step 2** – Subsequent the orientation session, SESKO will provide a recommended approach in developing a new system to maintain the compensation and classification system. This may include developing a formal compensation philosophy statement and developing and implementing a new administrative guide in implementing, engaging and maintaining the program.

**Step 3 – Approach to the Scope of Work** – Although based upon the input from the Town Manager and the Human Resource Director through Step 1 and 2 which may “alter” the process, the following would be our initial step-by-step approach to each component within the scope of work as outlined in the RFP:

- **Job Analysis** – SESKO will request from the Human Resources Director that all employees have updated and accurate data to include:
  - Hire date
  - Position date (date when the incumbent was promoted or assumed a new position)
  - Job title
  - Rate of pay

We realize you have a current compensation program and more than likely the data as requested above is correct. However, again, we would suggest that this data be reviewed before the project begins as many times, we find that the data is inaccurate and creates cost inefficiency issues later in the project.

- **Job Descriptions** – SESKO will conduct a thorough review of the job descriptions and as requested, will provide updates as needed. Additional consulting regarding job descriptions will include the FLSA exemption status and to ensure that position descriptions are in full compliance will all federal and state regulations including ADAA.
- **Compensation and Benefits Study** – In conjunction with the Town Manager and HR Director, “like” organizations will be selected to participate in a customized compensation and

benefits study. There will be no limit to the number of organizations that are selected to participate. A customized survey form will be developed. Typical compensation survey questions will seek pay ranges as well as step compensation systems. Also, we will request the actual average rate being paid to each given position that is surveyed. This is the “true” market rate.

Additionally, custom benefit questions will be developed, again, with the input of the Town Manager and HR Director.

Organizations that have been selected to participate will be notified. SESCO will mail as well as email the survey to each identified organization’s HR Director (contact). SESCO will follow up with telephone calls and/or emails to ensure that the survey has been received as well as plan for completion. Once surveys are received, SESCO will code surveys to ensure confidentiality.

Participants will receive a customized copy of their survey results which includes the overall survey results with an analysis to their current compensation practices. This report is provided at no cost as a “thank you” for participating.

Of course, the Town of Wytheville will receive their confidential, customized copy of the survey.

- **Job Evaluation** – As the wage and benefit survey assesses external equity, the job evaluation process will assess internal equity. In essence, each position will be assessed using SESCO’s Fifteen Factor Job Evaluation Program. Factors such as experience, education required, supervisory duties and other job relevant factors will be used to assess each position. In the end, the reporting will include an internal ranking of each position based upon this job evaluation process, re: the value of each position within the organization. We will utilize this assessment to ensure proper labor grade development and subsequent pay opportunities.
- **Compensation System Development** – Utilizing the wage and benefits survey (external equity), the job evaluation (internal equity) as well as current compensation, SESCO will prepare recommendations to the compensation system. This is an evolving process that will require a “team” approach between SESCO, the Town Manager and the Human Resource Director. There will be a number of plan drafts and scenarios developed and subsequently costed. This is not a science. Many firms will simply pull off the shelf a “recommended” compensation plan. All of our compensation plans developed at SESCO are customized in conjunction with input of the ultimate user.

Throughout this process, items to be discussed and addressed include open range versus step systems, employee implementation guidelines (how we merge employees into the new plan), how employees will move through the plan over time and other critical policies to address the key tenets of compensation practices.

At completion, the Town will receive a compensation system that is most importantly internally equitable as well as equitable to the market as budgets allow. Additionally, it will be



a process for merging into the system over time all employees and subsequently a costing thereof. Policies and procedures to undergird and support the plan will be provided.

SESCO will prepare the finished compensation program/binder which will include all of the results of the survey, the job evaluation, the new compensation system, the policies and procedures (administrative guidelines), as well as training and implementation documents. Subsequent SESCO's completion of the program, the HR Director will have all the necessary tools to maintain as well as update the plan in future years.

- **Training and Implementation** – At this stage, it is strongly recommended that each manager/supervisor receive thorough training and implementation on the new program. As it is the frontline leadership the Town will count on to most importantly support the program when challenged by employees as well as implement the program consistently and fairly moving forward.

It is also recommended that employees receive orientation and training on how the program was developed as well as their compensation opportunities.

- **Recruitment and Retention** – SESCO will assist in the development of an attraction/retention marketing tool to highlight the Town's total compensation package which will focus on non-direct pay benefits. SESCO prepares what we call "hidden paychecks". As such, we have extensive experience in developing this program that the HR Department can use on an ongoing basis in communicating to staff the total value of their compensation including benefits.

**Section 3:**  
**Proposed Timeline and Implementation**  
**Plan**

**Section 3:  
Proposed Timeline and Implementation Plan**

<b>Implementation Dates</b>	<b>Completion Tasks</b>	<b>Proposed Payment</b>
May 2	Job Analysis (Town HR Manager)	\$0.00
May 9	Team Orientation	\$0.00
May 10	Job Descriptions – initial review	\$0.00
May 11-13	Job Descriptions – revisions as needed	\$0.00
May 16-June 16	Compensation and Benefits Study	End of May bill for services rendered in May
June 7-9	Job Evaluation	\$0.00
June 20-July 15	Compensation System Development	Bill for services rendered in June
July 25	Training and Implementation	Bill for services rendered in July
May	Recruitment and Retention	\$0.00

**Section 4:**  
**Project Team/Staff Experience**

## **Section 4: Project Team/Staff Experience**

SESCO will assign the following consulting team who have extensive experience in compensation administration including compensation and benefit surveys, job analysis and evaluating and structuring pay plans. Please consider the following team credentials and experience.

**Project Manager – Bill Ford, President and CEO** – Bill will be the project director and chief onsite consultant. Mr. Ford has over 33 years of experience in providing consulting services to clients throughout the country with emphasis on compensation, executive compensation, wage and benefit surveys and compensation administration policy development and system development. Mr. Ford authored SESCO’s system, “How to Develop a Compensation System.”

He obtained his Business degree at Tennessee Technological University, and has received a number of Human Resource and Employee Relations certifications. He is an active member of World at Work, SHRM and various boards and civic groups.

**Key Personnel – Joel Cullum, Senior Vice President** – Joel will be a consultant of the team. Mr. Cullum has over 25 years of experience in developing compensation systems to include wage and benefit surveys, job evaluation and pay plan development. He has experience in designing and developing performance management systems including leadership training.

All staff as assigned have extensive experience with public sector compensation studies including salary and benefit surveys as well as making presentations to public bodies, employee committees and boards.

**Section 5:**  
**Additional Firm Experience**

# **Developing A Compensation System**

**for**

## **Town of Wytheville**

**by**



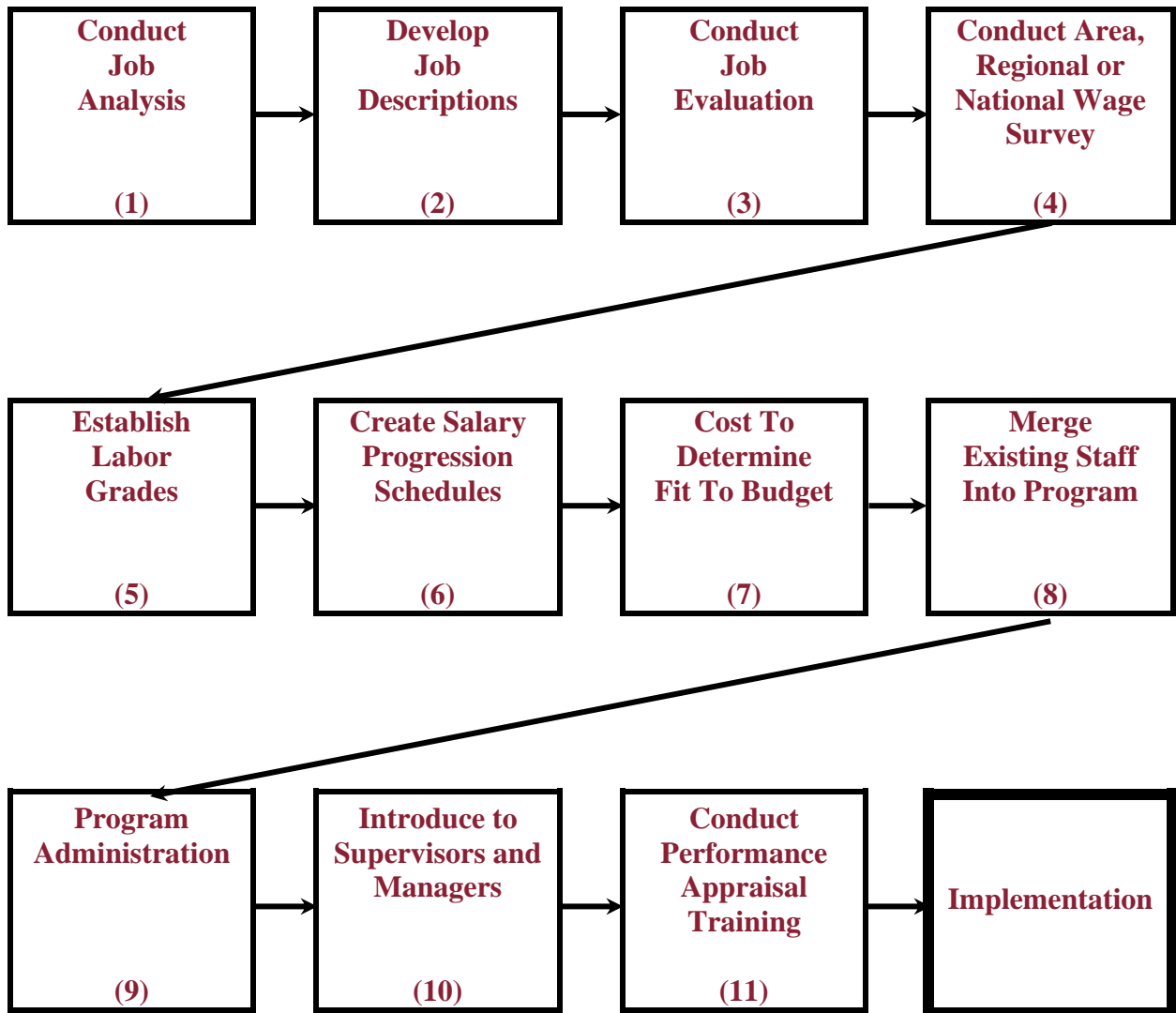
**P.O. Box 1848  
Bristol, Tennessee 37621  
(423) 764-4127  
(423) 764-5869 (Fax)**

**web site: [www.sescomgt.com](http://www.sescomgt.com)  
e-mail: [sesco@sescomgt.com](mailto:sesco@sescomgt.com)**

# Introduction

Compensation administration deals with establishing a meaningful and acceptable relationship between work and rewards. Work performed by employees should help organizations achieve their objectives. These objectives are derived from the organization's overall business strategy, which supports the company's mission statement.

When designed and administered appropriately, an organization's compensation program is an effective management tool for supporting the organization's overall business strategy. A series of steps is used in the process of designing sound compensation programs as follows:





- 1. Position Descriptions** – This phase involves the preparation of job descriptions for each designated position. We would recommend you consider using criteria-based job descriptions, with built-in performance appraisals included in the format. This is an excellent comprehensive document that we could custom develop after interviewing your first-line managers and supervisors. Not only does the document set the job duties for each position, but also the standards by which you deem those duties to be performed. Truly this one key element makes the Compensation Program worthwhile because of the enhancement it brings to the performance appraisal process and a confirmed performance return on your payroll cost.
- 2. Job Evaluation** – Using our Job Evaluation Program, we would evaluate each position and rank it according to its value and contribution to your organization. Under this methodology, we would facilitate a committee action with respective department managers and senior staff. This process would result in an evaluation and ranking of all exempt and non-exempt positions. The position evaluation process becomes the basis for equitable compensation levels as applied throughout the program.
- 3. Wage and Salary Surveys** – Using comprehensive local, regional, and national salary survey data, coupled with direct contact with many of the organizations with which you are in competition for staff, we would attain a comprehensive profile of the current wages and salaries being paid for comparable positions in your area. This information will give you a current, contemporary feel for what is transpiring in the marketplace.
- 4. Progression Schedules** – Our efforts will be to develop a salary progression schedule for every position. We will optimize your salary progression schedules to the marketplace to the extent that you desire... to your optimum affordability. We will generate, from our consulting efforts with you, the appropriate budgetary amount which you wish to establish for overall compensation cost. The progression schedules will then be developed by taking this budgetary amount of money and, in effect, merge it into the marketplace to your optimum affordability.
- 5. Program Administration** – The entire program will be reduced to writing and presented in policy manual fashion for effective administration purposes. This will include master manuals, plus as many departmental manuals as you deem necessary. Included in the policies will be procedures for administration, the role of the plan administrator, procedures for implementation by department managers and supervisors, as well as other important data for appropriate update of the program is necessary. The written documentation will also include the complete Job Factor Evaluation Program so that if and when future positions are added, you can incorporate them yourselves very easily.
- 6. Implementation and Performance Appraisal** – The final stage will be to implement the new program by carefully "melding" it with your existing pay practices and reality. This will include education and training of first-line managers and supervisors so they will act in unison to optimize the effectiveness and impact of this important system. The supervisors will be trained in effective performance appraisal, so you will gain immediate and positive benefit from the new program.

# Basic Tenets of an Effective Compensation System

In developing your plan, we will adhere to the basic tenets of compensation including:

- **Internal Equity** – Internal equity is the most important tenet of any compensation program or rewards system. Internal equity is as or more important than external equity. An effective compensation program must ensure internal equity or employees will have little trust in the system and morale and subsequent performance will not be maximized.
- **Supports Organization’s Mission** – An effective compensation program is based upon the organization’s compensation philosophy which supports the organization’s overall mission and strategic business plans. All must be in line and support one another.
- **Affordability** – An effective compensation program will discipline an organization to maximize profitability.
- **Right Price Theory** – An effective compensation program will determine the “right price” for every position within the organization; the price in which an organization wishes to pay for employees performing as expected. The right price is a combination of position value, external competitiveness and the organization’s ability to pay.
- **Understandable/Credible** – The compensation plan must be easily understood by employees and employees must be in control of their ability to meet performance ratings as defined by the organization. The compensation plan must be communicated openly and management must be able to defend the program. Employees must also understand the link between their performance to compensation and the plan must effectively and timely reward efforts.
- **Efficient To Administer** – With increased pressure to improve productivity and reduce costs, it is critical that an organization’s compensation program be as simple and straight forward as possible to maintain and administer. A balance needs to be met between what appears to be the “best” program and what is efficient, effective and easy to administer. The program must also be flexible so as to meet the ever-changing needs of an organization.
- **More Than A System** – A compensation program must be more than a system of “paying” employees. It must be an effective tool for management, especially frontline, to bring meaning to the performance appraisal process so as to allow employees to maximize their earnings. It must also provide supervisors with a tool to properly and effectively address mediocre behavior.
- **The System Must Be Based In Reality**
  - Fairness, equity and consistency are critical.
  - There is not enough margin to give us the kind of staffing levels we desire, lean staffing will always be a way of life.
  - We will never be the highest payer in town.
  - Non-compensation rewards are as important as cash rewards.

# Understanding the Functioning of An Effective Compensation Program

## ORGANIZATION'S OWNERS, DIRECTORS AND SENIOR MANAGEMENT

### Responsibility/Action

- Determine how much of the organization's revenue (gross sales) will be allocated to payroll and benefits.
- Identify the positions and numbers of individuals within each position required to meet the organization's goals.
- Understand the industry and/or local compensation market and be as competitive as affordability allows.
- Develop a system of equitable administration and distribution of compensation.
- Define the organization's compensation philosophy and link the philosophy to the organization's mission and business strategies.
- Be proactive, communicate the organization's compensation and benefit opportunities.
- Develop, implement and provide the necessary tools for frontline supervisors.

## FIRST LINE OPERATING MANAGERS AND SUPERVISORS

### Responsibility/Action

- Help recruit, screen, hire, orientate and train applicants and new employees needed to fill functions/positions.
- Effectively communicate wage and benefit opportunities to employees.
- Effectively communicate job responsibilities.
- Continually monitor on a daily basis employee behavior and performance and provide change and/or support with effective performance appraisals and management techniques.
- Provide ongoing evaluation, training and leadership to help employees individually and collectively aspire to optimum levels of contribution and job satisfaction.
- Do not "socially" promote employees through the compensation system; always ensure fairness and consistency.

- Address mediocre behavior through progressive discipline and coordinate efforts with human resources to remove behavior that cannot/will not improve.

## **EMPLOYEES**

### **Responsibility/Action**

- Recipients of a compensation system that readily explains the job duties, standards of performance and compensation opportunity available to them.
- Have knowledge, confidence and belief that their employer has a creditable and equitable system of compensation administration and performance evaluation.
- Possess a high degree of job satisfaction and self-esteem as derived from the “psychological” as well as monetary rewards of good job performance.
- Understand and appreciate that every effort is being made to provide the best in long-term opportunity and success to them, other employees and the organization as a whole.

## 15 FACTOR EVALUATION PROGRAM

The following job factors and maximum point values are used in this plan:

<b>NO.</b>	<b>FACTOR</b>	<b>MAXIMUM POINT VALUE</b>
I	Education	220
II	Experience	200
III	Complexity of Duties	240
IV	Responsibility for Safety of Others	80
V	Unavoidable Hazards	52
VI	Physical Demand	60
VII	Mental Demand	60
VIII	Latitude	165
IX	Accuracy	210
X	Responsibility for Records and Reports	50
XI	Responsibility for Confidential Data	80
XII	Contacts	105
XIII	Work Environment	80
<b><u>ADD FOR SUPERVISORY JOBS ONLY</u></b>		
XIV	Extent of Supervision	150
XV	Type of Supervision Exercised	100

(Date)

«Contact»

Dear «Dear»:

SESCO Management Consultants has been retained by the Town of Wytheville, Virginia to conduct a select Compensation Survey. Your organization was selected by the Town of Wytheville to participate in this important survey.

The survey process is as follows:

1. Enclosed is your copy of the survey to be completed. You will be contacted by SESKO consultant, Kim Tester, to introduce our firm, review the survey document and plan for its completion.
2. We request that you complete the enclosed survey and return it to our office in Bristol, Tennessee. You can fax the information to us at 423-764-5869 or mail the completed survey utilizing the postage-paid envelope. We can also forward the survey by e-mail for completion upon request.
3. Once received by SESKO, the survey will be coded to ensure confidentiality. The SESKO staff will enter the survey data by code and subsequently a survey report will be generated to include a personalized analysis of the results for your organization.
4. You will be furnished your customized copy of this survey at no cost.

**We request that the survey be returned by (Date).**

We extend our sincere appreciation for your participation in this important survey. If you should have any questions concerning the survey process, please do not hesitate to contact me or Kim Tester at 423-764-4127.

With kindest personal regards, I am

Sincerely yours,

SESCO Management Consultants

William E. Ford  
President & CEO

Enclosures

WEF/kdt

# Town of Wytheville, Virginia

## Confidential Compensation and Benefit Survey

Conducted by



P.O. Box 1848 • Bristol, Tennessee 37621  
(423) 764-4127 • (423) 764-5869 (Fax)

If you have questions, contact Kim Tester at SESCO by phone, fax, or E-mail:  
[kim@sescomt.com](mailto:kim@sescomt.com)

### Participating Organization

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(Fax)

Confidential Participant Code: \_\_\_\_\_

## Instructions

Enter the appropriate hourly rate or salary (based upon a 40 hour workweek).

- **Hire Rate:** The rate you would offer a new employee if you were hiring them today. If your organization hires based upon experience, please provide the scale if one is developed.
- **Current Actual Average Rate:** The current actual average rate presently being paid all current employees who are assigned to that given position.
- **Maximum Rate:** The rate awarded to individuals who are performing at an extraordinary level or long-term service to the organization. The maximum pay rate of the grade.

## Confidential Compensation Survey

<b>Job Title:</b>		
<b>Description:</b>		
<b>Hire Rate</b>	<b>Current Actual Average Rate</b>	<b>Maximum Rate</b>



# Confidential Benefits Survey

## INSURANCE

1. Check all that apply:

- Hospitalization
- Major Medical
- Life Insurance
- Long-term Disability
- Short-term Disability
- Dental
- Vision
- Section 125
- Long-term Care Insurance

Premium Paid for Employee Coverage		Premium Paid for Dependent Coverage	
By Organization	By Employee	By Organization	By Employee
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%
\$/%	\$/%	\$/%	\$/%

## VACATION

1. Does your facility offer vacation to its employees? Yes  No

*(If Paid Time Off is given, please proceed to Paid Time Off (PTO))*

2.

Length of Service (in years)	Number of Days

3. Can vacation be carried over from one year to the next? Yes  No

If yes, is there a limit to the amount of vacation accumulation? Yes  No  Total \_\_\_\_\_

**Vacation (cont'd)**

4. If vacation is not carried over, is unused vacation paid at the end of the year? Yes  No

Is it a use or lose it plan? Yes  No

5. Is unused vacation paid in the event of:

Termination \_\_\_\_\_ Resignation (without notice given) \_\_\_\_\_ Resignation (with notice given) \_\_\_\_\_

**HOLIDAYS**

1. Does your organization offer holidays to employees? Yes  No

*(If **Paid Time Off** is given, please proceed to Paid Time Off (PTO))*

2. Are they paid? \_\_\_\_\_ Unpaid? \_\_\_\_\_

3. Number of holidays observed by your organization? \_\_\_\_\_

4. Please check the holidays observed:

New Year's Day	<input type="checkbox"/>	Thanksgiving Day	<input type="checkbox"/>
President's Day	<input type="checkbox"/>	Day after Thanksgiving	<input type="checkbox"/>
Good Friday	<input type="checkbox"/>	Christmas Eve	<input type="checkbox"/>
Easter Monday	<input type="checkbox"/>	Christmas Day	<input type="checkbox"/>
Memorial Day	<input type="checkbox"/>	Employee's Birthday	<input type="checkbox"/>
Independence Day	<input type="checkbox"/>	Personal Leave Day(s)	<input type="checkbox"/>
Labor Day	<input type="checkbox"/>	Floating Holiday	<input type="checkbox"/>
Veteran's Day	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

5. If a holiday falls on a non-working day, is another day off given? Yes  No

6. If employees must work a holiday, how are they compensated?

Straight-time \_\_\_\_\_ Double time \_\_\_\_\_ Time and one-half \_\_\_\_\_ No additional pay \_\_\_\_\_

Additional time off \_\_\_\_\_

7. To be eligible for holiday pay, must an employee work the scheduled workday before and after a holiday?

Yes  No

## SICK LEAVE

1. Does your organization offer sick leave to its employees? Yes  No

*(If Paid Time Off is given, please proceed to Paid Time Off (PTO))*

2. Number of sick days granted per year? \_\_\_\_\_

3. Granted at the beginning of the year? \_\_\_\_\_ Earned monthly? \_\_\_\_\_

4. Amount of sick leave pay: Full earnings \_\_\_\_\_ Partial Earnings \_\_\_\_\_

5. Medical certification required? Yes  No

6. Can unused sick leave be accrued? Yes  No

If yes, maximum accrual: \_\_\_\_\_ Days ( or hours)

If sick leave days cannot be accrued, are they paid at the end of the year? Yes  No

## PAID TIME OFF (PTO)

*(If Paid Time Off [PTO] is not offered, please proceed to Retirement)*

1.

Length of Service	Hours Earned Per Month	PTO Hours Earned Per Year	Maximum # Hrs Allowable For Carry Over at End of Yr.	Accrued PTO Above These Levels Eligible for Cash-In

2. Is unused PTO paid in the event of:

Termination \_\_\_\_\_ Resignation (without notice given) \_\_\_\_\_ Resignation (with notice given) \_\_\_\_\_

## RETIREMENT

1. Does your organization offer deferred compensation? Yes  No

What type of retirement plan is offered? \_\_\_\_\_

Matching by Organization \$/% \_\_\_\_\_

Years for Vesting \_\_\_\_\_

**MISCELLANEOUS**

1. Does your organization compensate employees based on:

Performance \_\_\_\_\_ Cost of living \_\_\_\_\_ A combination thereof \_\_\_\_\_

Please describe:

---

---

---

---

---

---

2. Does your organization offer comp time to exempt employees? Yes  No

If so, at what rate?

---

---

---

3. Does your organization offer discretionary year-end/Christmas bonuses? Yes  No

Other? (Specify) \_\_\_\_\_

4. Please check the programs offered to employees:

<input type="checkbox"/>	Length Of Service Awards
<input type="checkbox"/>	Savings Plan
<input type="checkbox"/>	Employee Assistance Program

<input type="checkbox"/>	Credit Union
<input type="checkbox"/>	Wellness Programs
<input type="checkbox"/>	Suggestion Procedures

<input type="checkbox"/>	Organization-Sponsored Activity:
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

<input type="checkbox"/>	Other:
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

**Miscellaneous (cont'd)**

---

5. Does your organization offer tuition/education reimbursement? Yes  No

If yes, please describe:

---

---

---

---

---

**ATTENDANCE**

1. Does your organization provide bonuses for good attendance? Yes  No

Please describe:

---

---

---

---

---

---

2. Has your organization implemented a no-fault attendance system? Yes  No

3. Please describe your attendance plan:

---

---

---

---

---

---

# **Compensation Program Administration**

## **Policies and Procedures for Administration**

- A. Progression Advancement – New Personnel
- B. Performance Reviews and Opportunity for Pay Increase
- C. Promotions and/or Transfer Increases
- D. Rating Factor Definitions
- E. Guidelines for Pay Adjustments
- F. Pay Increases Linked to Performance
- G. Documentation of Performance
- H. Unacceptable Performance - No Increase
- I. General Pay Adjustments
- J. "Red Circle" Rates
- K. Promotion and New Position Classification
- L. Procedure for Performance Review
- M. Administration of the Compensation Program
- N. Our Commitment to Fairness
- O. Other Forms of Town of Wytheville Compensation

## **Section 6: References**

## ATTACHMENT I.

## REFERENCE LIST

If required, and when stated as a requirement in the bid/proposal packet, list three (3) references who have employed the offeror and/or used related services to the scope of this proposal.

If references are not required as part of this bid put N/A here: \_\_\_\_\_

<b>Company</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>	<b>Year of Contract</b>	<b>Project Name</b>
Town of Pulaski	Suellen Palmer	540-994-8642	spalmer@pulaskitown.org	2008 2015	Market Study Compensation and Benefit Survey
Town of Christiansburg	Dave Brahmstadt	540-265-8923	dbrahmstadt@depaulcr.org	2018	Compensation and Benefits Consulting Services
Town of Pennington Gap	Keith Harless	276-546-1177	keith.harless@townofpenningtonva.gov	2016	Compensation Administration Program

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET



# **Section 7: Required Forms**

**APPENDIX I -TOWN OF WYTHEVILLE  
PROCUREMENT POLICY  
GENERAL TERMS AND CONDITIONS**

**1. Laws, Regulations, and Courts.**

- A. This procurement is governed by the applicable statutes in the Virginia Public Procurement Act (*Code of Virginia, § 2.2-4300 through § 2.2-4377*), the Town of Wytheville (Town) Code of Ordinances (*2-81 through 2-159*) and policies set forth by the Town Purchasing Agent.
- B. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Town of Wytheville shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Wythe and such litigation shall be brought only in such courts. The Town and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*).

**2. Taxes.** Pursuant to *Code of Virginia § 58.1-609.1(4)*, the Town is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the Town for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

**3. Anti-Discrimination Statement by Town.** The Town certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1 and 2.2-4310*)

**4. Anti-Discrimination Statement by Contractor.**

- A. During the performance of the contract, the Contractor agrees to the following provisions.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor. (*Code of Virginia, § 2.2-4310*)

**5. Immigration Reform and Control Act of 1986.** In executing a contract with the Town, the Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. (*Code of Virginia, § 2.2-4311.1*)

6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (*Code of Virginia, § 2.2-4312*)
  
7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Town of Wytheville, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Town Manager. Any business entity as described above that enters a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Town of Wytheville may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section. (*Code of Virginia, § 2.2-4311.2*)
  
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town of Wytheville, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
  
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and three (3) years beyond the expiration date of the policy for liability insurance. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia. The Town Manager at his discretion can modify these requirements in writing.

**Minimum Insurance Coverage and Limits Required:**

- a. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the contract shall be in noncompliance with the contract. *§ 2.2-4332 and 65.2-800 et seq. Code of Virginia*
- b. **Employer's Liability** - \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
- c. **Automobile Liability Insurance** with limits of \$1,000,000. Coverage symbol 1, Best Rating of A-.
- d. **Commercial General Liability** - \$1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and

completed operations coverage. The “Town of Wytheville, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

- e. **Professional Liability** – limit of \$1,000,000.
- f. **Builders Risk Coverage.** Replacement cost basis for the duration of the contract.

10. **Debarment Status.** In submitting a proposal, the contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency, or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the Town with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted to the attention of the Project Manager for the project, Town of Wytheville, P.O. Box 533, Wytheville, VA 24382.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last.
- D. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- E. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- F. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- G. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the Town and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment. (*Code of Virginia § 2.2-4354*)
- H. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the Town, except for amounts withheld as states in Section g above.
- I. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the Town shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Town Council. Failure of the Town Council to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Town Council fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contact shall not be assignable by the Contractor in whole or in part without the written consent of the Town.

14. **Default.** It shall be the Contractor's responsibility to make sure that all work is completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

15. **Changes to the Contract.** All contract modifications must be approved by the Town Manager or his designee. The Town will not assume responsibility for the cost of any changes made without proper consent. Changes can be made to the contract in any of the following ways:

A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Town may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Town of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town's written decision affirming, modifying, or revoking the prior written notice. If the Town decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Town's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Town or with the performance of the contract.

16. **Fixed Price Contract.** A fixed price contract cannot be increased by more than 25% of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Town Council. (*Code of Virginia § 2.2-4309*)

17. **Termination of Contract.**

A. **Termination for Cause.**

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Town may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the Town may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled

workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town may terminate the contract. The Town retains the sole discretion to determine any violation of this section.

2. Prior to termination of the contract, the Town shall give the Contractor and his surety (when applicable) ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the Town within said ten (10) days, the Town may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Town may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the Town finds acceptable. If at any time more than ten (10) days after the notice of termination, the Town determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Town may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the Town shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract is without prejudice to any other right/remedy of the Town.

**B. Termination for Convenience**

1. Town may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all labor forces and materials as the Town elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the Town may require to assign to the Town the Contractor's interest in all subcontracts and purchase orders designated by the Town. After all such steps have been taken to the Town's satisfaction, the Contractor shall receive full compensation for termination and assignment the following:
  - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
  - Amounts due for work performed after the latest request for payment through the date of termination, and
  - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the Town shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the Town terminate the obligations of the Contractor's surety on its payment and performance bonds.
18. **Debarment Process.** The Town policy on debarment is defined in the Wytheville Town Code, Section 2-156. (Enabled under Code of Virginia § 2.2-4321)
19. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the *Code of Virginia §2.2-4363*.
20. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the Town, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
21. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold, and save harmless the Town, its officers, agents, and employees, from any loss or liability for or on account of such infringement.
22. **Conflict of Interest Policy and Ethics in Public Contracting.** The Town maintains a Conflict of Interest Policy in accordance with *Code of Virginia §2.2-4367* through *§2.2-4377*. A contractor certifies by signing their bid/proposal to the Town, that no conflict of interest or collusion exists between any person representing the Town and the offeror/contractor.
23. **Business and Contractors License.** Where required, contractor's and businesses are required to obtain licenses and permits prior to working in the Town. Information regarding the Town of Wytheville Business License requirement is available at <https://www.wytheville.org/business>
24. **COVID-19.**  
The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Town of Wytheville (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:
- A. Sick and Exposed Persons to Stay at Home. Sick and exposed contractors to the Covid-19 virus shall stay at home and isolate for five (5) days and shall stay home until all signs of fever and/or illness is not present prior to returning to work. Isolation and quarantine guidelines are subject to change at the direction of local, state, and federal mandates. Any questions regarding exposure, illness, isolation, and quarantine guidelines can be directed to Human Resources Department at 276-223-3321.
  - B. Notice to Town Required of Positive COVID-19 Tests at Town Work Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the Town within 24 hours if an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Town tests positive for COVID-19. All such reports of positive COVID-19 tests shall be directed to Human Resources Department at (276) 223-3321
  - C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

**ATTACHMENT A.**

**ADDENDUM STATUS**

The Town of Wytheville is committed to providing the information necessary for offeror(s) to fully understand the scope of work and to submit complete proposals. If a written question is sent to the project manager by the date listed on the cover sheet, any responses to the questions will be in writing and shared as an addendum to the proposal. The addendum will be posted on the Town's website, <https://www.wytheville.org/rfp> and on any online platforms that featured the original proposal.

This form is used to ensure that all offeror(s) received addendums (if any) for the proposal.

If no addendum was issued or received indicate N/A here: \_\_\_\_\_

If addendum(s) were issued, indicate that it was received by offeror below:

The undersigned offeror received the addendum(s),

Signature: Andrew L Ford

Date(s) of Addendum(s): \_\_\_\_\_

Title: CFD

Name of Firm: Southeastern Employers Service Corp  
DBA: JESLO Management Consultants

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET



## ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION

Code of Virginia 2.2-4342F "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices."

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in both paper and electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: <sup>DBA:</sup> SESIO Management Consultants *Southeastern Employers Service Corp*

Indicate N/A if there is no proprietary/confidential information in the proposal \_\_\_\_\_

If there is proprietary/confidential information, complete the table below. Additional sheets can be added if needed.

SECTION/TITLE OF THE CONFIDENTIAL INFORMATION	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

Pursuant to Code of Virginia 2.2-4311.2 (B) A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the Chief Executive of a local governing body. A link to the SCC site is at <http://www.scc.virginia.gov>.

**Select one (1) of the choices with an X.**

**The undersigned Offeror is:**

a corporation or other business entity with the following SCC identification number: F1995119

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).

out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

an entity which has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: Andrea L Ford Date: 4/14/22

Name: Andrea L Ford Title: CFO  
(Print)

**Name of Firm on SCC License:**

Southeastern Employers Service Corp

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

**ATTACHMENT D.**

**NON-COLLUSION AFFIDAVIT**

The Town of Wytheville is committed to an equitable and fair procurement process. Procurement policy prevents collusion as it relates to the development of procurement documents.

I hereby certify that I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf and I certify that the following statements are true.

- (1) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition; and
- (2) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (3) That I have fully informed myself regarding the accuracy of the statements made in this statement.

Signature: Andrea L Ford Date: 4/4/22

Name: Andrea L Ford Title: CFO  
(Print)

Name of Firm: Southeastern Employers Service Corp  
DBA: SESIO Management Consultants

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT E.

## INSURANCE REQUIREMENTS

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

- a. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the contract shall be in noncompliance with the contract. § 2.2-4332 and 65.2-800 et seq. *Code of Virginia*
- b. **Employer's Liability** - \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
- c. **Automobile Liability Insurance** with limits of \$1,000,000. Coverage symbol 1, Best Rating of A-.
- d. **Commercial General Liability** - \$1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "Town of Wytheville, Virginia, its Officers, agents, and employees" shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
- e. **Professional Liability** – limit of \$1,000,000.
- f. **Builders Risk Coverage**. Replacement cost basis for the duration of the contract.

**Upon Request, the Town may require two (2) documents of insurance coverage:**

- 1.) Certificate of Insurance (COI) for the Town of Wytheville. COI must show the Additional Insured Status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

### BIDDER/OFFEROR STATEMENT

***I understand the Insurance Requirements and will comply in full if awarded this contract.***

Signature: Andrea L Ford Date: 4/4/22  
Name: Andrea L Ford Title: CFO  
(Print)  
Name of Firm: Southeastern Employers Service Corp  
DBA: SESLO Management Consultants

\*\*\* THIS FORM AND THE ATTACHMENT WC -WORKERS COMPENSATION FORM 61-A MUST BE INCLUDED IN THE PROPOSAL PACKET

**ATTACHMENT F.**

**NOTICE OF EXCEPTIONS**

**PLEASE SELECT ONE OF THE FOLLOWING BOXES, SIGN THE FORM, AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.**

My firm does not have any exceptions to the bid proposal to list on this form. We accept the terms and conditions as listed.

Technology proposal exception. Per Virginia Code § 2.2-4302.2 (3): "In the case of a **proposal for information technology**, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation."

A/E proposal exception. Per Virginia Code § 2.2-4302.2 (4): "**For architectural or engineering services**, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations."

**WHEN APPLICABLE LIST ANY EXCEPTIONS BELOW:**

The following is a list of exceptions that I have to the bid proposal.

---

---

Signed by:           *Andrea Z Ford*          

Date:           4/22/22          

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT G. BUSINESS LICENSE & PROFESSIONAL LICENSE

The firm is required to show proof of a business license and proof of any professional licenses required to operate in the Commonwealth of Virginia.

In accordance with the Wytheville Town Code, Section 7-19," It shall be unlawful and shall constitute a misdemeanor for any person to conduct a business, or to engage in a profession, trade or occupation within the municipality, without first procuring a license as required under the provisions of this article."

This clause pertains to all businesses that physically locate an office in the town and/or any contractors who perform work in the town. This clause does not pertain to professional services when a home office is in another jurisdiction.

If chosen and prior to the award of a contract, a firm which is required to obtain a Town of Wytheville Business License will be required to submit a copy of the license. More information regarding The Town of Wytheville Business License is available at the Treasurer's Office or by visiting <https://www.wytheville.org/business>

Name of Firm and Town of Wytheville Business License Number: (Indicate N/A if not applicable)

---

If the firm's home office is located in another jurisdiction, it may be required to have a business license from the jurisdiction in which it is located. Complete the information below or indicate N/A:

Name of Firm:	Locality:	Business License Number:
<u>Southeastern Employers Service Corp</u>	<u>Bristol TN/VA</u>	<u>F 1995119</u>

### Other Required License(s):

\*\*\*List any other professional licenses which may be required to conduct this business in the Commonwealth of Virginia. List in the space below. Indicate N/A if this is not applicable to the scope of work.

---

\*\*\* Licensed contractors shall submit the DPOR License Number on the outside of the sealed bid packet in addition to using this form.

\*\*\* THIS FORM MUST BE SUBMITTED WITH THE BID PACKET

**ATTACHMENT H. SELF CERTIFY STATUS (SWAM, DBE, Other)**

The Virginia Small Business Supplier Diversity Agency maintains a list of firms that are SWAM and DBE certified. Small, Women-owned, Minority-owned, Micro, Service-Disabled Veteran-owned, and ESO Businesses (SWAM) can become certified if the firm so chooses and listed at the website <https://www.sbsd.virginia.gov/directory/> . This website provides a link to the Federal Disadvantaged Business Enterprise (DBE) certification process and list for those who qualify for the federal certification.

If your business is SWAM and/or DBE Certified please indicate below. If the firm is not self-certified indicate with N/A in the space provided.

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Status: \_\_\_\_\_

Not Applicable/ No Status to report:

N/A

\*\*\* THIS FORM MUST BE INCLUDED IN THE BID PACKET

# Contractor's Certification of Workers' Compensation Liability

(Form 61-A)



www.workcomp.virginia.gov

PLEASE COMPLETE FULLY AND LEGIBLY

This form must be filed in each Virginia locality where a contractor applies for or renews a business license

FILING INSTRUCTIONS ON REVERSE SIDE

Locality Issuing License: City <input type="checkbox"/> Town <input checked="" type="checkbox"/> County <input type="checkbox"/>		Name of Locality: Wytheville		Business or Trade Name: Southeastern Employers		Business License Number: F19951K9	
Name of Applicant Last: FORD		First: Andrea		Business FEIN or Tax ID Number: Service Corp 55-0418945			
Applicant Mailing Address: PO Box 1848				Business Address: 505 7th Street			
City: Bristol		State: TN		Zip: 37621		City: Bristol	
						State: TN	
						Zip: 37620	
Home Telephone:				Business: Corp <input type="checkbox"/> L.L.C. <input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>			
<b>METHOD of INSURING FOR WORKERS' COMPENSATION LIABILITY:</b>				Type of Trade or Industry: Human Resource Consulting			
Indicate One:				Business Telephone: 423-764-4127		E-mail Address: andreas@sescomst.com	
<input checked="" type="checkbox"/> Insurance Carrier licensed in Virginia				<input type="checkbox"/> Check Here if Workers' Compensation is <i>Not</i> Required			
<input type="checkbox"/> Self insured with certificate of authorization issued by the Virginia Workers' Compensation Commission				Reason:			
<input type="checkbox"/> Group Self-Insurance Association (GSIA) licensed by the State Corporation Commission				<input type="checkbox"/> Less than 3 employees			
<input type="checkbox"/> A Professional Employer Organization (PEO) registered in Virginia				(Note: Corporate officers, LLC managers, part-time employees and employees of your subcontractors generally count as your employees for workers' compensation purposes. Filing of a 1099, payment of cash wages or designating a worker an "Independent Contractor" does not necessarily alter employee status under the Workers' Compensation Act.)			
Name of Insurance Carrier, Self-Insured, GSIA or PEO:				<input type="checkbox"/> Other (Explain)			
Policy, Master Policy or Certificate Number:				If you answered workers' compensation Not Required, answer below: Do you hire Independent Contractors or subcontractors to assist you in your work?			
Policy Effective Date and Policy Period:				<input type="checkbox"/> Yes <input type="checkbox"/> No			

For VWC Use Only:

Under penalty of law, the undersigned certifies s/he is duly authorized by the business license applicant to execute this certificate; the information provided herein is correct; and the business is in compliance with Chapter 8 of Title 65.2 of the Virginia Workers' Compensation Act and will remain in compliance with the law during the effective period of the business license.

Signature of Applicant <i>Andrea L Ford</i>		Date 4/4/22
Print Name of Applicant Andrea L Ford		

Form 61-A is prepared and distributed by the Virginia Workers' Compensation Commission to local licensing authorities for use in compliance with Section 58.1-3714, Code of Virginia. Form 61 A is also available online at www.workcomp.virginia.gov

If there are any questions regarding this form, please contact the Commission toll-free at 1-877-664-2566



## 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 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> <b>Southeastern Employers Service Corporation</b>	
	<b>2 Business name/disregarded entity name, if different from above</b> <b>SESCO Management Consultants</b>	
	<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: 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 not 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.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b>  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5 Address (number, street, and apt. or suite no.) See instructions.</b> <b>505 7th Street</b>	<b>Requester's name and address (optional)</b>   
	<b>6 City, state, and ZIP code</b> <b>Bristol, TN 37620</b>	
	<b>7 List account number(s) here (optional)</b>  	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
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 <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">8</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> </tr> </table>	Social security number																				or										Employer identification number										5	5	-	0	4	1	8	9	4	5
Social security number																																																			
or																																																			
Employer identification number																																																			
5	5	-	0	4	1	8	9	4	5																																										

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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>	Signature of U.S. person ▶ <i>Andrea Lind</i>	Date ▶ <i>1/18/2022</i>
------------------	---	-------------------------

### 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-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.*

**Stock Corporation - Annual Report**

**Entity Information**

Entity Name: Southeastern Employers Service Corporation      Entity Type: Stock Corporation  
 Entity ID: F1995119      Formation Date: 05/14/2015  
 Jurisdiction: TN  
 Status: Active  
 Total Shares: 20050

**Registered Agent Information**

RA Type: Entity      RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA  
 Name: ELLIOTT LAWSON & MINOR, P.C.      Registered Office Address: 110 PIEDMONT AVE, STE 300, BRISTOL, VA, 24201 - 4159, USA  
 Locality: BRISTOL CITY

**Principal Office Address**

Address: 505 7TH ST, BRISTOL, TN, 37620 - 0000, USA

**Principal Information**

**No Officers:** If the corporation does not have officers because an organizational meeting has not been held.  
 **No Directors:** If the corporation does not have directors because (i) initial directors were not named in the articles of incorporation and an organizational meeting of the corporation has not been held or (ii) the board of directors has been eliminated by a written agreement signed by all of the shareholders, or by the adoption of provision in the articles of incorporation or bylaws that was approved by all of the shareholders.

Title	Director	Name	Address
SEC/TREAS	Yes	ANDREA L FORD	505 7TH ST, BRISTOL, TN, 37620 - 0000, USA
PRES/CEO	Yes	WILLIAM E FORD	505 7TH ST, BRISTOL, TN, 37620 - 0000, USA

**Signature Information**

Date Signed: 05/20/2021

Printed Name	Signature	Title
Andrea L Ford	Andrea L Ford	Sec/Treas



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

**ANDREA L FORD**  
505 7TH STREET  
BRISTOL, TN 37620

April 4, 2022

**Request Type: Certificate of Existence/Authorization**  
Request #: 0468973

Issuance Date: 04/04/2022  
Copies Requested: 1

**Document Receipt**

Receipt #: 007133449 Filing Fee: \$20.00  
Payment-Credit Card - State Payment Center - CC #: 3826668920 \$20.00

**Regarding: SOUTHEASTERN EMPLOYERS SERVICE CORPORATION**  
Filing Type: For-profit Corporation - Domestic Control #: 27628  
Formation/Qualification Date: 11/07/1957 Date Formed: 11/07/1957  
Status: Active Formation Locale: TENNESSEE  
Duration Term: Perpetual Inactive Date:  
Business County: SULLIVAN COUNTY

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**SOUTHEASTERN EMPLOYERS SERVICE CORPORATION**

- \* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 052848122

## **Section 8: Other Services**



# SESCO

Management Consultants

## **Complete** Human Resource Management Services

*Serving Management Since 1945*

## About SESCO

SESCO Management Consultants was founded in 1945 by Dr. J. W. R. Lawson, Sr., following his career with the Department of Labor – Wage Hour Division.

Since our humble beginnings, SESCO has grown into a nationally recognized consulting firm serving clients in all states and industries.

SESCO partners with our clients' leadership and human resource staff with the goal to provide results-oriented human resource systems, thereby contributing to our clients' people management goals.

Founded on Wage and Hour compliance, SESCO's toolbox of services has expanded into a true "one-stop shop" consulting firm. From screening and hiring tools, employee benefits, payroll, and human resource management compliance and HR systems, we pride ourselves on providing the latest state-of-the-art systems and consulting services.

We invite you to learn more about SESCO, our proud history and our human resource systems and services that we provide our valued clients. We are committed to assisting you in achieving excellence in your workplace.



## Service Overview

- Federal/State Employment Law Compliance
- Affirmative Action Programs
- Applicant Screening/Workplace Reference Checks
- Compensation Administration Systems
- EEOC Representation/Investigations
- Opinion/Attitude Survey Programs
- Management/Employee Coaching/Counseling
- Federal Wage-Hour Audits/Investigations
- Handbooks for Employees/Management
- Leadership Development
- Skills/Personality Assessments
- Management Assessment and Appraisal Programs (MAAP)
- Management Development Seminars and Workshops
- Organizational Development
- Performance Management Systems
- Personnel Forms/Compliance Posters
- Harassment Awareness Training/Investigations
- Vital Learning Classroom & Online Training ©
- Employee Benefits
- Employee Benefit Statements
- Payroll Services

# Human Resource Systems



Every aspect of the employment relationship is regulated by a federal or state employment statute. Additionally, it is incumbent upon management to manage employees through systems and procedures rather than on a “case-by-case” basis. The cost of employment in wages and benefits is an employer’s largest single controllable cost, and this cost must be managed professionally through effective human resource systems.

We on the SESCO staff have spent our history developing the necessary expertise and systems to assist clients in ensuring effective and compliant management of their employees.

Key systems include:

- Recruitment Tools/Processes
- Performance Management Systems
- Employee Handbooks/Policy Manuals
- Compensation Systems
- Retention Programs
- Personnel Files, Forms and D. O. T. Kits
- Compliance Programs/Audits
- Leadership Development/Training

## Employee Handbooks/Policy Manuals

An organization can do itself no greater service than to clearly state its policies and practices, ensure its supervisors thoroughly understand them, and provide written documentation of the policies and practices to all of its employees.

SESCO’s staff authors hundreds of employee manuals every year, and each one is custom designed to meet the specific needs of the client. Once completed, you will find the employee handbook and policy manual provide a consistency and confidence that can eliminate ambiguous, vague or unwritten assumptions within your organization. This clear documentation of policy will be a valuable asset in helping to counter allegations of unfair action brought by an employee or governmental agency. Even more importantly, it gives your managers and supervisors the tools they need to effectively and consistently do their jobs and correctly represent your organization.

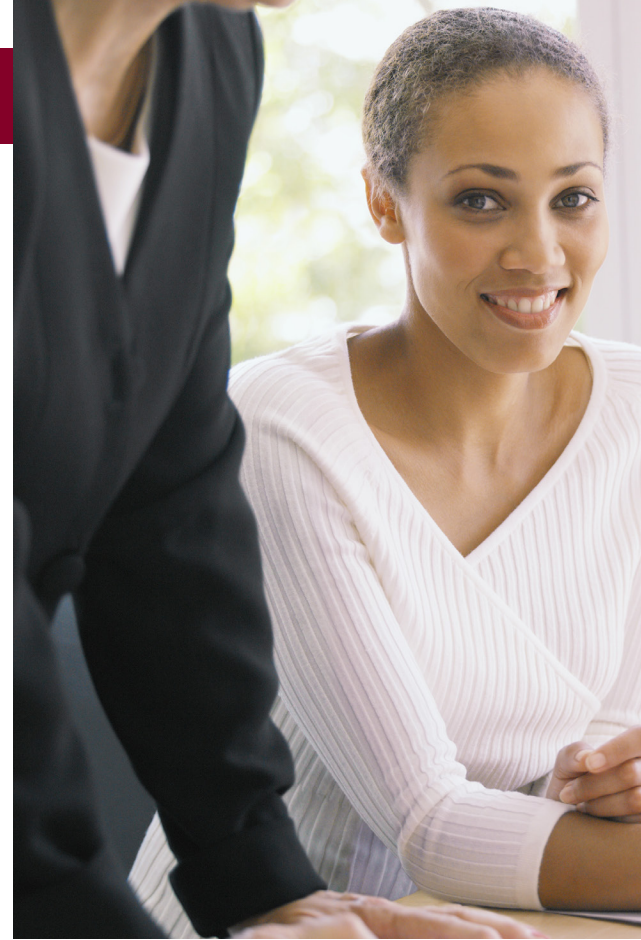
SESCO is nationally recognized as an expert in employee handbook and policy manual development. Since 1960, SESCO has authored manuals, including “How to Develop an Employee Handbook” and “How to Develop a Personnel Policy Manual,” recently published by AMACOM Books (American Management Association).

## Employment Compliance Services

Federal and state regulations have changed the way America conducts business. Conforming to these regulations is an ongoing challenge for business leaders. Knowing, understanding, and clarifying these regulations is the foundation SESCO was built upon.

SESCO's professional staff can determine a client's compliance posture to federal and state employment regulations, as well as challenge current employee systems. Some of these compliance services include:

- Affirmative Action Plan Development
- Equal Opportunity/Wage-Hour Case Representation
- Wage-Hour Employment Law Compliance
- Compliance Assessments
- Required Harassment Training
- Harassment Investigations
- FMLA/ADAAA



## Employee/Management Satisfaction Surveys

Whatever your business may be, ultimately you are in the "people business." Your organization's success is determined by the skills and performance of your employees, each with his or her own talents and abilities. When you know how your employees think and feel about their work, you will know what their impact will be on the direction your organization is going. SESCO's Opinion Survey program allows you to take the pulse of your supervisors and employees to determine current morale levels and correct potential problem areas. The opinion survey examines and reports results that provide you very specific information about your organization.

- Recruitment/Retention
- Management and Supervision
- Quality of Services
- Equal Opportunity and Recognition
- Culture
- Customer Service
- Productivity
- Performance Management



Responses to all questions are summarized by computer, providing an in-depth analysis, including length of service, sex, shift, department, supervisor, and other vital information. Additional reports provide "open comments" statements offered by employees, along with special summaries prepared for each department supervisor. Throughout the process, confidentiality of employee responses is never compromised.

Our consultants will provide a prompt and thorough analysis that includes observations, recommendations and solutions, as well as follow-up meetings with employees. The survey process is one of the most effective and important programs for the maintenance of an effective employer-employee relationship.





## The SESCO Report

The SESCO Report, SESCO's monthly newsletter, will provide you with timely human resource and employee relations information on today's issues affecting all aspects of the employer-employee relationship. This monthly publication provides insight on developing trends in the area of human resource management and will assist in management staying ahead of the curve when it comes to developing solutions as well as preventing misunderstandings, miscommunications, alleged wrong doing, and subsequently costly litigation.

The SESCO Report is unlike any other "legal" newsletter. Because of our involvement with clients on a day-to-day basis in assisting them in handling people problems as well as complying with federal and state employment regulations, the Report is practical and useful to our clients' management teams.

## Management Training & Development

Hundreds of managers and human resource specialists have attended SESCO management conferences, training seminars, and participated in our on-site customized training programs. SESCO has a certified training staff which has been compiled from business and industry, and thereby bringing a very practical, hands-on approach to our training programs. We teach and utilize participative, behavior modeling training systems and seminars.

Most human resource management specialists agree that the one area that needs attention in employer-employee relationships is a commitment to developing and growing effective front-line, mid and top level management teams. A sample of the programs that are offered, to include traditional classroom, online, and teleconferencing training, include:

- **Vital Learning Classroom Training Products**© – Leadership Skills, Administrative Skills, Sales Skills, Customer Service Skills and Project Management
- **Vital Learning Online Products**© – Products mirror that of Vital Learning's Classroom Training
- **Train the Trainer** (required to transfer SESCO and Vital Learning Systems in-house)
- **Employee Workplace Skills** – Change Management, Conflict Resolution, Workplace Violence, Diversity, Stress Management, and many others
- **Legal Updates** – Hiring and Firing, Sexual Harassment, FMLA, ADA, and other employment issues that managers must understand and learn to apply effectively and consistently on a day-to-day basis
- **SESCO's Basic Human Resources**©, **Advanced Human Resources**©, and **Effective Leader/Manager**©
- **More than 40 models** developed by SESCO professionals to address everyday training needs

# Organizational/Individual Development

Organizational development can help teams and individuals improve various aspects of organizational life necessary for success, including culture, values, systems and behavior. The goal of SESCO's organizational development consulting is to increase organizational effectiveness and organizational health through planned interventions in the organization's processes, operations and behavior. Most often, organizational development services are requested when an organization (or a unit within an organization) is undergoing a process of change.

SESCO's organizational development services can assist in having a positive impact on most, if not all, factors that contribute to high performance. These include:

- Culture Analysis/Change Management
- Individual/Team Development
- Team Interaction/Communications
- Strategic Planning/Business Plans
- Skill Alignment/Individual Assessments
- Executive/Management Coaching
- Management Appraisal and Assessment (MAAP©)
- Family Business Consulting
- Conflict Resolution

# Screening/Hiring Tools

SESCO provides complete screening and hiring resources from application forms and reference checking to background investigations, behavioral interview training, and assisting our clients with screening and hiring. It is extremely important that employers screen and hire those who are worthy of an opportunity with their organization.

Our screening and hiring tools include:

- Online Screening and Assessment Tools
- Personality and Personal Skills Assessment
- Professional and Managerial Assessments
- Mechanical and Technical Skills
- Sales/Customer Service
- 360° Multi-Rater Feedback
- Career and Vocational Exploration
- Industry Specific Selection Tools

# Professional Service Agreement

In our consulting work, we find that many organizations have the need to establish a reliable, professional resource to call upon to address people problems, discuss compliance issues, and provide special research and development of human resource and employee relations systems. SESCO created the Professional Service Agreement to support our clients in this endeavor, allowing for unlimited time at fixed monthly fees.

The service agreement can be customized, by typically provides at no additional charge:

- Hotline to support human resource efforts on a daily basis. This service includes telephone/email and research assistance covering all HR needs to include employment regulations, handling difficult people problems, providing systems, wage survey data, etc.
- On-site visits providing employment law compliance assessments, leadership training, and special consulting work.
- Review of handbooks and policy manuals annually.
- "The SESCO Report" mailed to all or selected management.
- Priority service at reduced fees.

# Compensation Administration

Having a structured program of compensation is essential in optimizing good employee relations by establishing a meaningful and acceptable relationship between work and rewards. There are basic tenants or characteristics of an effective compensation program which include:

- **Internal Equity** – Ensure the organization has determined the value for each job in relationship to one another
- **External Competitiveness** – Ensure that the organization's pay structure is as competitive to the market as profits or revenue allow
- **Affordability** – Ensure that the compensation system is affordable as compensation is an organization's largest single controllable expense
- **Legally Defensible** – Compensation programs must be legally defensible by adhering to specific laws such as Equal Employment, FLSA, Civil Rights, etc.
- **Understandable** – The compensation program must be understandable and appreciated by employees. Overly complicated systems are not readily accepted by employees.
- **Efficient to Administer** – The plan must be easily administered by the human resource team and, most importantly, by front-line management who are the key, as they bring life to the performance management process linking performance to compensation

It is the role of the SESCO consultant to first understand what the organization wants to accomplish from its compensation system – the corporation's compensation philosophy. It is then SESCO's responsibility to help develop the necessary systems that will support the organization's compensation philosophy while adhering to the basic tenets.

Typical elements of program development include:

- Job Analysis
- Position Descriptions
- Job Evaluation
- Performance Management Tools
- Performance Management Training
- Customized Local, Regional and National Wage/Benefit Surveys
- Salary Progression Schedules/Labor Grades
- Program Costing
- Program Administration Guidelines
- Implementation Guidelines
- Employee/Management Training
- Executive Compensation



# Publications, Forms & Posters

## Books / Manuals

Human Resources Guide  
COBRA Administrative Manual  
FMLA Administrative Manual  
How to Meet ADA Requirements in Your Business  
How to Comply with Equal Employment Regulations  
Fair Credit Reporting Act Administrative Manual  
HIPPA Privacy Rules and the Employer  
Immigration Reform and Control Act Administrative Manual  
New Hire Reporting Administrative Manual  
How to Prevent and Combat Unionization Successfully

## Personnel Forms

Pre-Employment	FMLA	Commendations
Applications	ADA	OSHA
File Folders	Department of Transportation	COBRA
Separation	Attendance	FURA
Performance Management	Discipline	FACTA

## Federal / State Posters

Six-in-One (50 or more employees)  
Five-in-One (Less than 50 employees)

## Customized Benefit Statements

Professionally Printed and Bound Customized Statements  
Communicating the Value of Your Company's Benefits



## Our Clients

SESCO Management Consultants is proud to be retained or endorsed by:

American Association of Homes and Services for the Aging (AAHSA)	National Funeral Directors Association (NFDA)	Tennessee Primary Care Association
American Council of Independent Laboratories (ACIL)	Painting & Decorating Contractors of America (PDCA)	Time and Pay
Auto Parts Rebuilders Association (APRA)	Quality Service Contractors (PHCC)	Tire Industry Association (TIA)
Automotive Training Institute (ATI)	SnowSports Industries America (SIA)	Virginia Association for Home Care (VAHC)
Exposition Service Contractors Association (ESCA)	TechSelect	Virginia Association of Non-Profit Homes for the Aging (VANHA)
Independent Hardee's Franchise Association	TN & KY Tire Dealers & Retraders Association (TKDRA)	Virginia Automobile Dealers Association (VADA)
Indiana Automobile Association	Tennessee Association of Homes and Services for the Aging (TNAHSA)	Virginia Community Healthcare Association (VCHA)
International Truck Parts Association	Tennessee Credit Union League (TCUL)	Virginia Automotive Association (VAA)
Kentucky Automobile Dealers Association (KADA)	Tennessee Hospital Association (THA)	

PO Box 1848  
Bristol, TN 37620

423-764-4127 (phone)  
423-764-5869 (fax)

[www.sescomgt.com](http://www.sescomgt.com)  
sesco@sescomgt.com

 **SESCO**  
Management Consultants

## **Section 9: Summary**

## **Section 9: Summary**

As the oldest human resource and employee relations consulting firm in the country, SESCO provides the long-term experience and expertise to meet the Town's expectations as outlined in the RFP. One of our primary strengths is that we seek to truly "partner" with the client to ensure that all of the client's expectations are met. Additionally, based on the client's experience within their region, workplace and current system, input from the client is critical.

Additionally, as nationally recognized authors of a number of publications to include:

- "How to Develop an Employee Handbook – Fifth Edition"
- "How to Develop a Personnel Policies and Procedures Manual – Sixth Edition"
- "The Employer's Guide to Complying with the Americans with Disabilities Act"
- "Management's Complete Guide to Employee Benefits"
- "How to Reduce Employee Absenteeism, Cure Tardiness and Build Employee Morale"
- "How to Develop a Compensation System"

In addition, SESCO's management training and development programs are, again, nationally recognized to include:

- Human Resources – The Basic Course
- Human Resources – The Advanced Course
- The Effective Leader

All of SESCO consultants are internally trained to our customized certification program to include our "SESCO 21" systems and practices. Our team is not a group of retired individuals looking to supplement income. Our team are professionally trained and experienced consultants and have such engaged numerous times on projects such as this as well as others. This provides experience in the actual "consulting" with the client versus simply system development.