

## 5. SECTION B - SCOPE OF SERVICES:

### 5.1. Background

The Office of Labor Relations (hereafter, OLR) is responsible for administering a relationship with employees and employee's representatives in matters of wages, hours, and working conditions; negotiating and administering collective bargaining agreements; grievance processes; developing personnel policies and regulation changes; and overseeing bilateral work groups and committees.

Approximately 7,200 County government employees are represented by the following three certified employee unions: **Fraternal Order of Police, Lodge 35 (FOP)** representing approximately 1,200 police officers; **Montgomery County Career Firefighters Association, International Association of Firefighters, Local 1664, AFL-CIO (IAFF)** representing approximately 1,100 firefighter/rescue employees; and **Municipal and County Government Employees Organization, United Food and Commercial Workers, Local 1994, AFL-CIO (MCGEO)** representing approximately 4,900 employees in the Service, Labor, and Trades, and the Office, Professional, and Technical bargaining units.

In addition to the three employee unions, the County also engages in negotiations with the **Montgomery County Volunteer Fire Rescue Association (MCVFRA)** which represents the County's nineteen (19) Local Fire Rescue Departments (LFRDs) that are staffed with approximately 2,100 volunteer firefighter/rescuers.

The statutory basis and framework for the bargaining process includes: the police labor relations law, enacted in 1982; the County's collective bargaining law; enacted in 1986; and the fire and rescue collective bargaining law, enacted in 1989. The collective bargaining laws provide for binding arbitration on negotiable issues with the certified employee unions.

### 5.2. Intent

The County intends to award one (1) contract as a result of this Request for Proposals (RFP). County Departments and Agencies may use the Contract that results from the award process, subsequent term renewals, and amendments, upon written approval from the Contract Administrator.

### 5.3. Scope of Services

Economic consulting services are required to assist the County government throughout negotiations with the FOP, IAFF, MCGEO, and MCVFRA (collectively referred to as "the Unions"), and continuing, as necessary, with labor and arbitration services.

Services for collective bargaining support are generally needed from August through February, with the most intense activity occurring December through February. Bargaining with the Unions begins on or about November 1st in the fiscal year prior to the year of expiration of the contract. The initial phase concludes in agreement or impasse by mid-January of the current expiration year. Mediation/ Arbitration proceedings must conclude by early February. All economic agreements and agreements requiring additions or changes to existing law, rules, or regulations are submitted to the Montgomery County Council for final approval. Services may also be required during March, April, and May, if impasse proceedings are extended. Ratified agreements become effective July 1st of the new fiscal year.

In addition to services that take place during collective bargaining, the County may request the Contractor conduct labor/economic/compensation studies outside of the collective bargaining process as the need arises. These services may result from requests from the County Executive's Office/Chief Administrative Officer; the County's legislative authority guided by the Office of Legislative Oversight, the Government Operations (GO) Committee, and/or requests from Council members through proposed legislation or changes to legislation; and state or federal legislation that may impact County salary/compensation requirements.

The Contractor, either independently or preferably in partnership with other economists with varied areas of expertise, will be required to provide the following services:

- 5.3.1 Conduct salary and benefit analyses, including, but not limited to:
  - 5.3.1.1 Analysis of current County government salary and benefit levels, particularly pensions, in comparison with comparable local public and private sector employers, and with State of Maryland and Federal Government agencies, as appropriate or as specified by the collective bargaining law;
  - 5.3.1.2 Analysis of the cost and reasonableness of County and union salary and benefit proposals;
  - 5.3.1.3 Comparison of trends in salaries and benefits for the County government with salary and benefit trends of other public and private sector organizations; locally and nationwide;
  - 5.3.1.4 Analysis of the impact of inflation and increases in the cost of living (including housing costs) on County government salaries and the incomes of County employees;
  - 5.3.1.5 Analysis of census data to determine what percentages of County residents work in the County, and what percentages of County employees live in the County, and a comparison of these figures with similar data relating to neighboring jurisdictions;
  - 5.3.1.6 Analysis of the opportunity costs of the unions' proposals, namely the ability of the County to finance economic adjustments, and their impact on the government's ability to provide the "minimal standard" of public services, including whether it's "normal" to raise taxes to any level allowable under the law in order to finance economic adjustments and whether there is a compelling need to do so in the absence of comparability problems;
  - 5.3.1.7 Analysis of profile of bargaining unit employees and their ability to afford the cost of living in the County, especially taking into account the factors influencing location decisions;
  - 5.3.1.8 Analysis of the overall tax burden shouldered by County residents in relation to the tax burdens by residents of other jurisdictions;
  - 5.3.1.9 Analysis of recruiting for law enforcement and public safety-hiring/employment in other jurisdictions and a discussion of the reasons why other jurisdictions that have a higher percentage of urbanized areas or a higher crime rate than Montgomery County have to pay a premium in terms of pay and benefits in order to attract qualified applicants; and,
  - 5.3.1.10 Other analyses, salary/compensation benchmarking and market research, advice, guidance, and recommendations to County government officials as needed on relevant issues.
- 5.3.2 Provide assistance prior to, during and/or in mediation/arbitration or upon request outside of collective bargaining for the following services:
  - 5.3.2.1 Preparation of materials/documentation, including high quality visual aids, including charts, graphs, tables and other exhibits which illustrate the County's position and support/demonstrate that the County government's offer should be chosen over the union proposal;
  - 5.3.2.2 Have multiple staff available, if needed, to make oral presentations of prepared materials and exhibits at arbitration sessions, and oral testimony as an expert witness for the County government;
  - 5.3.2.3 Analysis of testimony and documents provided by the union at arbitration, including determining errors and omissions in information presented by the union, and determining weaknesses in the analyses of the unions' economic experts. Provide testimony and visual aids and exhibits as needed to counter union exhibits and testimony; and,

5.3.2.4 Other materials, analyses, advice, presentations, guidance and recommendations to County government officials as needed on relevant issues.

5.3.3 Meet with County government officials and staff as needed to complete the requirements of this scope of work, including, but not limited to:

5.3.3.1 Meet with County officials, as necessary, to provide information, advice and guidance, and to prepare for negotiations, mediation, or arbitration;

5.3.3.2 Work with staff of the Office of Labor Relations and the Office of Management and Budget to coordinate the collection, analysis and presentation of data, as necessary;

5.3.3.3 Be available to meet with other County officials or subject-matter experts as needed to meet work requirements; and,

5.3.3.4 Provide follow up testimony on behalf of the County, as needed.

#### 5.4. Contractor's Qualifications

5.4.1 The Contractor selected by the County to enter into a Contract with the County must be deemed to be the most qualified Offeror as defined by this solicitation.

5.4.2 The Contractor must be licensed to conduct business in the State of Maryland and be in good standing with the Maryland State Department of Assessment and Taxation (SDAT).

5.4.3 The Contractor must be successfully registered in the Montgomery County, MD Central Vendor Registration System (CVRS) and remain current with the registration information for the duration of the contract.

5.4.4 The Contractor must have at minimum, the knowledge, experience, qualifications, and have sufficient staff to dedicate to the County.

5.4.5 Additionally, the Contractor must:

5.4.5.1 Have at least five (5) years of experience providing the services and responsibilities outlined within this solicitation;

5.4.5.2 Provide research, analysis, and subject matter expertise regarding proposals submitted during collective bargaining often with a very quick turnaround;

5.4.5.3 Support the County during scheduled mediations and arbitrations;

5.4.5.4 Provide error-free research, analysis, and subject matter expertise through various levels of review and redundancies; and

5.4.5.5 Perform Arbitration, Labor, and Economic Consulting Services as the function of their business and be capable of fulfilling all the responsibilities outlined within this solicitation.

#### 5.5. Contractor's Responsibilities

5.5.1 The Contractor must provide high level and timely support during collective bargaining, including the following as needed and timely, often with very quick turnaround:

5.5.1.1 Data on comparable jurisdictions;

5.5.1.2 High level fiscal analysis;

5.5.1.3 Economic forecasts/trends;

5.5.1.4 Proposal Costing;

5.5.1.5 Presentations;

5.5.1.6 Regional and national trends; and

5.5.1.7 General guidance regarding mediation/arbitration.

5.5.2 Additionally, the Contractor must:

5.5.2.1 Maintain current credentials/certifications;

5.5.2.2 Ensure staff is available to attend hearings and meetings;

5.5.2.3 Maintain timesheets, case notes, scheduling;

5.5.2.4 Submit monthly invoices within 30 days of providing services;

5.5.2.5 Supply all computer equipment, transportation, internet access/connectivity, and portable devices needed to complete the work; and

5.5.2.6 Adhere to maximum work hours as determined per assignment.

5.5.3 The Contractor must keep registration in the Central Vendor Registration System (CVRS) up to date, including enrollment in an electronic payment method of either the Single User Agreement ("SUA" - for businesses that accept credit card transactions) or Automated Clearing House ("ACH" - for businesses that do not accept credit card transactions from any source).

5.5.4 The Contractor must be in good standing with the Maryland State Department of Assessment and Taxation (SDAT) and remain in good standing for the duration of the contract.

#### 5.6. County's Responsibilities

5.6.1 The County will designate key personnel to administer this Contract and manage the work issued under it.

5.6.2 The County will provide feedback to the Contractor regarding the completeness and quality of work delivered and will give written notice to the Contractor if the County observes, or otherwise becomes aware of, any fault or defect in services being provided or nonconformance with the contracted requirements. As time and need requires, the County Administrator will develop standard feedback reports needed to address aspects of the Contractor's Work.

5.6.3 The County will pay all true and corrected invoices within 30 days of receipt.

#### 5.7. Reports/Deliverables

5.7.1 All reports, data, analysis, costing, and any other deliverable necessary to carry out the Contractor's responsibilities must be provided to the County in a timely manner, and sometimes within a very short turnaround period, to ensure the County does not violate any statutory or negotiated deadlines.

5.7.2 Monthly invoices must be submitted to the County within 30 calendar days of the work being completed. Invoices must contain the contract number, purchase order number, a unique invoice number, invoice date, company legal name along with any DBA ("doing business as") or TA ("trading as") names, remit information, sales tax exclusion, and itemized description(s) of services provided.

### 6. SECTION C - PERFORMANCE PERIOD

#### 6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

#### 6.2 PRICE ADJUSTMENTS

6.2.1 Prices quoted are firm for a period of one (1) year after execution of the contract. Any request for a price adjustment after this one (1) year period is subject to the following:

6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee

6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.

6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.