# Request for Proposals (RFP 2022-01) For Compensation Study and Analysis



June 10, 2022

## REQUEST FOR PROPOSAL FOR COMPENSATION STUDY AND ANALYSIS

The City of Crescent City is seeking a highly qualified and experienced individual(s) or firm with a proven track record of accomplishment in similar public sector projects to conduct a comprehensive compensation study and analysis for all positions in the employee groups and to provide recommendations to address any anomalies within current pay structures.

The purpose of the Request for Proposal (RFP) is to provide interested individual(s) or firms with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

#### I. GENERAL INFORMATION

The City of Crescent City was incorporated in 1885. The City is a rural community encompassing about 2 square miles in Putnam County, located in NE Florida. The City's population is approximately 1,700. The City is primarily a residential community with a National Register Historic District and an historic downtown that is at the beginning of a revitalization process. The City of Crescent City is governed by a five-member City Commission operating under the City Commission/City Manager form of government. City Council Members serve staggered four-year terms. City services are provided through a combination of continuing service agreements and city departments. Law Enforcement, Planning, IT, Legal, Building, and Finance are all contracted services. Public Works which is comprised of Parks, Streets, Water and Wastewater, Utility Billing, Natural Gas, Code Enforcement, City Clerk and Redevelopment are all in-house functions as are certain aspects of Finance such as accounts payable, payroll and Human Resources. Fire services are a combination of Volunteer Firefighters and County Services. The City employs a part-time Fire Chief. The City has a total of 20 full-time employees and 3 part-time employees.

### II. SCOPE OF SERVICE

The purpose of the Compensation Study and analysis is to ensure appropriate compensation for all Maintenance, Clerical, Technical Unit Employees, as well as Middle Management, Professional, Supervisory Unit Employees, and Executive and Management Employees.

The City's objectives are to:

- a. Attract and retain qualified employees.
- b. Provide salaries commensurate with assigned duties.
- c. Provide benefits commensurate with comparable government agencies.
- d. Clearly outline promotional opportunities and provide recognizable compensation growth.
- e. Provide justifiable pay differential between individual classes.
- f. Maintain a competitive position with other comparable government entities and private employers within the same geographic areas.

The Consultant shall conduct comprehensive compensation surveys for all classifications in accordance with the requirements described in this Scope of Work. The services provided shall include, but not be limited to, the following:

- a. Review and provide cost-effective recommendations, including rationale, to align City's compensation structure for all positions in consideration of the City's current pay practices and policies, internal pay relationships, and the external labor market.
- b. Reevaluate and recommend changes, as applicable, to City's existing labor market comparison agencies to determine ongoing relevance and continued appropriateness. Develop a presentation if recommending modifications to the list of comparable agencies, including the rationale for changes.
- c. Prepare and submit to Human Resources (HR) a compensation survey final report that analyzes salary and total compensation labor market data for all job classifications, to include the following:
  - Agencies surveyed
  - Comparable class title
  - Salary range minimum
  - Salary range maximum/control point
  - Number of observations
  - Level of variability of the data
  - Market value relative to 50th percentile (market median) and 75th percentile
  - Percent of City salary range above/below the market median value
  - Explanation and outline of methodology used
  - Summary and assessment of City's data relative to the market data points
  - Review of current pay structure relative to market data points and/or recommendation of possible change
  - Identification of key issues that may need to be addressed
  - Recommendations that include rationale for each key issue identified and a proposal for implementation
  - Review of City's total compensation (including health benefits) compared to market data points and/or recommendations of possible change(s)
  - A key explaining comparative data points used to analyze City salary and total compensation with market salary and total compensation data
  - Percentile placement amounts for all positions regarding salary and total compensation relative to market position
- d. Conduct a cost analysis and quantify fiscal impact of proposed implementations/recommendations for adjustment of market valued job classifications that may be out of alignment.

For the duration of the project, the Consultant shall provide HR with ongoing and regular reports on the status and any issues encountered during the project. The City will provide copies of all salary schedules and benefits summary for calendar year 2022 and any other available in-house information requested by the Consultant that may be required to complete the study. The Consultant shall provide HR a recommended strategy for implementing any changes suggested based on findings within the context of City policies and procedures.

#### III. GENERAL INSTRUCTIONS AND PROVISIONS

1) <u>Proposal Format Guidelines:</u> Interested entities are to provide the City of Crescent City with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and pricing forms.

Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer.

- a. <u>Vendor Application Form and Cover Letter:</u> A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the Contractor's office located nearest to Crescent City, Florida, and the office from which the project will be managed.
- b. <u>Background and Project Summary Section:</u> The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.
- c. <u>Company Experience and Qualifications:</u> The information requested in this section should describe the qualifications of the firm or entity, key staff, and subcontractors performing services within the past five years that are similar in size and scope to demonstrate competence to perform these services.
- d. **References:** Provide three references that received similar services from your firm. The City of Crescent City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - Client name;
  - Project description;
  - Project start and end dates; and
  - Client project manager name, telephone number, and e-mail address.
- e. <u>Methodology:</u> Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP.

- f. <u>Staffing:</u> Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications, including the information listed above to the City for approval before they begin work.
- g. **<u>Project Timeline:</u>** Provide a detailed timeline with milestones to complete comprehensive Scope of Work.
- h. <u>Cost-Proposals:</u> All proposers are required to submit a detailed Cost Proposal to be included with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission. The fee must be inclusive of all costs charged to the City.
- i. <u>Disclosure:</u> Please disclose any and all past or current business and personal relationships with any current Crescent City elected official, appointed official, City employee, or family member of any current Crescent City elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm or individual from consideration.
- **2) Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).
- 3) Addendum: If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's website at www.crescentcity-fl.com. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Administration Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.
- **4) Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

City Releases RFP June 10, 2022

Proposals Due July 7, 2022, by 5:00 pm

City to Review and Rate all Submittals

Selection of Firm

July 8, 2022

July 14, 2022

**5) Process for Submitting Proposals:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- a. <u>Number of Proposals:</u> Submit one original, three (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- b. <u>Inquiries:</u> Questions about this RFP may be directed in writing to: Charles Rudd, City Manager at citymanager@crescentcity-fl.com

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- c. **Public Records:** All Proposals submitted in response to this RFP become the property of the City. Information in the Proposal, unless specified as trade protected, may be subject to public review. Any information contained in the Proposal that is proprietary must be clearly designated. Marking the entire Proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the Florida Public Records Act.
- d. **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Crescent City, FL. If any proprietary information is contained in the Proposal, it should be clearly identified.
- e. **Insurance & W-9 Requirements:** Upon the recommendation of contract award, Contractor will be required to submit the following documents within ten business (10) days of City notification, unless otherwise specified in the solicitation:

**Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City. Within ten (10) business days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage.

- **W-9** Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).
- f. **Submission of Proposals:** All completed written Proposals must be submitted in

sealed envelopes marked and received prior to 5:00 pm on Thursday, July 7, 2022, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.

City of Crescent City ATTN: City Manager 3 N. Summit Street Crescent City, FL 32112

**6) Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with the table listed below. At all times during the evaluation process, the following criteria will be used. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

	Criteria	Rating (100%)
1	Timeline	30%
2	Methodology	25%
3	Cost Proposal	25%
4	Professional Experience	20%

- 7) Evaluation of Proposals and Selection Process: An Internal Evaluation/Selection Committee (Committee) will screen and review all Proposals according to the weighted criteria set forth above.
  - a. <u>Responsiveness Screening:</u> Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
  - b. <u>Initial Proposal Review:</u> The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible Bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
  - c. <u>Interviews, Reference Checks, Revised Proposals, Discussions:</u> Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in a virtual interview. Interviews, if held, will be conducted virtually. The individual(s) from Proposer's firm or entity that will be directly

responsible for carrying out the contract, if awarded, should be present at the virtual interview.

In addition to conducting a virtual interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**8)** Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal, which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the City and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether the withdrawal will be permitted.

- 9) **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Precontractual expenses are not to be included in the Contractor's Pricing Sheet. Precontractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:
  - Preparing Proposal in response to this RFP;
  - Submitting that Proposal to the City;
  - Negotiating with the City any matter related to the Proposal; and
  - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.
- **10)** Confidentiality: The Florida Public Records Act mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for an explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

11) Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Commission members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, with the exception of the City Manager, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

- 12) Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 13) Disclosure of Governmental Positions: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to the contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently holds positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months as part of the Proposal.
- **14) Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The terms of the agreement, including insurance requirements, have been mandated by the City and can be

modified only if extraordinary circumstances exist. Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

**15) Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the City's website. Proposers should check this web page daily for new information.