



City of Madera

Request for Proposals

Compensation Study

City of Madera
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
(559) 661-5463

RFP # 201718-08
Issue Date: January 23, 2018
Submission Deadline: Thursday, February 22, 2018 by 3:00 pm

PART ONE: GENERAL INFORMATION

1. Background and Objective

The City of Madera (City) is a general law City operated under the Council/Manager form of government. The City employs approximately 259 full time employees in 142 classifications. The employees are represented by 4 different bargaining units, with management employees on individual employment agreements.

Due to public concern over management compensation, the City Council desires a complete salary and benefit study be conducted for all management classifications. The study would be specific to the following classifications:

- City Administrator
- City Clerk
- City Attorney
- Director of Community Development
- Director of Human Resources
- Grant Administrator
- Information Services Manager
- Director of Financial Services
- City Engineer
- Chief Building Official
- Planning Manager
- Public Works Operations Director
- Director of Parks and Community Services
- Police Chief

Specific information on the City's existing classification plan and salary schedule can be found on the City's website www.cityofmadera.ca.gov/compensation.

2. Submission of Proposal

One (1) original and twelve (12) copies of the proposal shall be submitted. The original must be unbound and fastened with a removable clip. Copies may be in color or black and white, and should be fastened with a single staple. A complete proposal should also be provided on CD or USB memory stick that contains the entire proposal in one pdf document. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals. Proposals will remain confidential until the City has reviewed all of the proposals submitted and a notice of intent to award a contract has been released.

All proposals must be delivered to Rosa Hernandez, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 3:00 pm Thursday, February 22, 2018. Proposals received after the filing deadline will be returned to the proposer

unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Compensation Study

RFP No.: 201718-08

Filing Deadline: Thursday, February 22, 2018 by 3:00 pm

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

Evaluation of proposals and consideration of award of an agreement will be conducted by the City Council in open session of a scheduled City Council meeting. All documents provided by any bidders shall become public record in their entirety and subject to disclosure. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written or verbal request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or participating in the consultant selection process.

Key Dates:

Deadline for Questions and Inquiries: Wednesday, February 14, 2018 by 3:00 p.m.

Submission Deadline: Thursday, February 22, 2018 by 3:00 pm
City Council Evaluation of Proposals: March 7, 2018
Anticipated Proposed Agreement to City Council for Consideration: March 14, 2018

3. Scope of Services

The City is seeking a consultant to conduct a compensation study for the City of Madera. The City is particularly interested in a consultant with demonstrated public sector experience to appropriately capture and value all elements of employee salary and benefits.

A. Required Tasks

1. Conduct a workshop with the City Council in open session at a scheduled City Council meeting to evaluate and determine appropriate comparable agencies, to include public comment.
2. Conduct a workshop (may be the same date as workshop identified in Task 1) with the City Council in open session at a scheduled City Council meeting to define the elements of total compensation to be included in the study.
3. Conduct a workshop (may be the same date as workshop identified in Task 1) with the City Council in open session at a scheduled City Council meeting to define how compensation elements will be valued to provide appropriate comparison (for example, tiered retirement system or different retirement formulas).
4. Contact identified comparable agencies to develop compensation data for comparison.

B. Deliverables

1. Progress reports on project status must be submitted in writing via email every 2 weeks once an Agreement has been awarded. Such reports should be directed to Sonia Alvarez, City Clerk, at salvarez@cityofmadera.com for distribution to the City Council.
2. Hold workshop for Required Tasks 1-3 with City Council in open session no later than the March 21, 2018 City Council meeting.
3. Draft compensation study report to be reviewed with the City Council in open session. Time is of the essence and every effort should be made to complete the initial draft as soon as is practicable after the March 21, 2018 workshop. The City shall be provided with both an electronic and thirteen (13) hard copy draft reports.
4. Final compensation study report to be reviewed with the City Council in open session at a City Council meeting. Time is of the essence and every effort should be made to present the final draft as soon as practicable after review of the draft study report with the City Council. The City shall be provided with both an electronic and thirteen (13) hard copy final reports. The final report should also include a description of the general methodology utilized to calculate the various elements of compensation and an analysis of where Madera lies with regard to the defined comparable market.

4. Contract Award

Issuance of the RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

The City Council will review and evaluate all qualified proposals in open session at the March 7, 2018 City Council meeting and make a determination based on their evaluation of which consultant best meets their need. The City Council may conduct telephonic interviews with top ranked candidates as well as reference checks. The City Council may also desire for select firms to attend a scheduled meeting of the City Council for an in-person presentation and/or interview. The City Council regularly meets on the first and third Wednesday of each month at 6:00pm. The City Council reserves the right to call a special meeting if necessary on a day other than a regular meeting date.

5. Questions and Inquiries

Questions concerning this RFP may be submitted in writing no later than 3:00 p.m. Wednesday, February 14, 2018 to:

Rosa Hernandez
Interim Procurement Services Manager
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
E-mail: rhernandez@cityofmadera.com

All questions and responses will be published with the RFP document on the City's website. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/purchasing> under Bid Announcement & Results.

PART TWO: PROPOSAL PREPARATION AND CONTENT

1. Overall Presentation

Proposals must be submitted on 8 ½" by 11" paper with all segments attached in one package. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope clearly marked on the outside that it is in response to the Compensation Study RFP.

2. Title Page

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

3. Table of Contents

The proposal must contain a table of contents listing major topics and relevant page numbers.

4. Transmittal Letter

The proposal must include a transmittal letter that states the company's objective, why the company should be selected, the company's commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the company to an agreement.

5. Company Profile

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your company's experience in providing similar services to other public agencies.

6. Proposed Method of Performance

Please provide information on how your company intends to provide its services to the City if awarded the contract. Services provided must meet the minimum guidelines provided in the Scope of Services of this RFP. The following topics must be addressed:

- Your approach and methodology for identifying comparable employers for the compensation study.
- Your approach and methodology to determine components of total compensation, including a list of components your organization generally considers when calculating total compensation.
- Your approach and methodology to normalize components of compensation across employers (i.e. how do you address tiered retirement systems and make an apples to apples comparison of one benefit level to another?).
- Your approach and methodology to determine appropriate positions with comparable employers for benchmark analysis.

- Projected timeline for completion of the project. Time is of the essence and consultants are encouraged to provide a realistic, yet expeditious, timeline for completion of the project.
- Methods, frequency, and extent to which customer satisfaction is measured and reported.

7. Cost Outline

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses. The fee schedule should provide a cost outline for specific services to be provided as requested in this RFP and any other services your firm provides that you feel may be beneficial to the City of Madera.

8. Equal Opportunity Employer Status

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

9. Proof of Insurance

The proposal must include the name of the consultant's insurance carrier, the policy coverages and limits, and expiration dates.

Upon contract award, the successful responder shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Without limiting Consultant's indemnification of City, upon contract award and prior to commencement of work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury,

personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California,

with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

11. References

Please provide the company name, contact person, and telephone number for at least five recent customers that the City may contact regarding your company's services.

12. Sample Agreement

A sample agreement is provided with this RFP as Exhibit A. Please indicate any changes or modifications you would require to the agreement should you be selected as the consultant of choice.