

Town of Bluffton Request for Proposals RFP # 2021-22 Classification and Compensation Study

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing **a job classification and compensation study** under a fixed price contract. The target start date for performing these services is **January**, **2021**. **Work is to be completed no later** than 90 days from contract commencement.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

2. SOLICITATION TERMS and CONDITIONS

Proposers' Responsibility

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Addenda

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. The Town will not be responsible for any oral representation given by any employee, representative or others. It is the Proposers responsibility to check the Town of Bluffton Purchasing web site for any addenda issued. Proposers must acknowledge their bid is subject to all addenda issued by entering the total number of addenda in the place so indicated on the Signatory Sheet, attached.

Questions and Inquiries

Questions and inquiries regarding this solicitation shall be submitted no later than:

2:00 pm on Thursday, November 5, 2020 Online via Vendor Registry

Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center webpage. It is the Proposer's responsibility to check the website for updates.

Proposers are expected to ask for clarifications in a timely manner. No assumptions, exceptions, or modifications to any required forms or bid sheet permitted.

Submittal of Proposals

Sealed proposals shall be received by or prior to:

2:00 pm, Thursday, November 19, 2020 Online via Vendor Registry

The closing date and time shall be scrupulously observed. Packages shall be **PDF submitted electronically through the Vendor Registry portal**. Click the large red **SUBMIT BID** tab to upload the RFP response.

Public Opening of Packages

A public opening will be held five (5) minutes following the submittal deadline via online bid opening. The opening will be conducted online. Click the link to be admitted to the public opening event:

https://zoom.us/j/97293787738?pwd=SU1FMEJWWkI1Q1RKdEdlaUV5d3hsdz09

Meeting ID: 972 9378 7738

Passcode: 1p9A7G

The names of the firms submitting proposals will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals

The Vendor Registry portal will not accept submissions after the deadline. It is the Proposer's sole responsibility to ensure that submittals are complete and uploaded timely. Oral offers or offers by facsimile or email are not acceptable.

Restricted Discussions

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager, nor Town of Bluffton staff members other than the named point of contact contained herein or the Town Purchasing & Grants Administrator regarding this opportunity during the solicitation process. Any such contact may be cause for rejection of your submittal.

Acceptance / Rejection

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information that may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Proposers should mark the pages containing any commercial, financial, or privileged and confidential information as "PROPRIETARY".

Award

It is the Town's intent to make an award to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- **B.** Have three (3) years of documented past, proven and positive experiences in providing the services requested to include specialized work in analyzing both urban planning and police officer positions;
- **C.** Provide at least five (5) public sector client references for whom the firm has provided similar services within the past three (3) years;
- **D.** Demonstrate the ability to provide the requested services by providing samples of work produced from the referenced clients in 3.C. above;

4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Proposers are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The target date for performing these services is **January 2021.**

Term of Contract

This contract shall be effective for **3 months** following the date of execution.

Scope of Work

The Town desires a qualified consultant or consultant firm to assist the Town Human Resources Department in completing a comprehensive classification and compensation study. The awarded vendor will meet with Town representatives as necessary to present results and recommendations derived from the study, to present cost impact, and to propose transition strategy. The awarded vendor will develop written and oral communications to employees explaining the reasons for the structure change (if any) and any impact to the individual.

Background

The Town will provide copies of current job descriptions, pay ranges and evaluation process to the successful vendor.

The Town provides health, life, dependent life, dental, long term disability, and long-term care insurance to all full-time employees. A vision care program is also offered. All non-police Town employees are members of the South

Carolina Retirement System; all members of the Police Department are members of the South Carolina Police Officer Retirement System. Both employees and the Town contribute to these plans.

Paid time off is used for all absences except jury duty and bereavement leave. The time off may be used for personal illness, vacation, holidays, minor injuries, taking care of ill family members, medical needs, etc.

Classification Portion of the Study

- a) At the outset, preceding the development of job descriptions and interview of employees, the Contractor shall develop communication materials for use in meeting with employees to explain the planned study, define the incremental steps, and describe potential outcomes.
- b) Contractor shall prepare and distribute position content/evaluation questionnaires to all Town employees. Contractor shall collect, review, and analyze all questionnaires. Contractor mayinterview, any or all Town incumbent employees (at least one) in each currently assigned position classification. All supervisors and department heads shall be interviewed.
- c) Contractor shall reviewand validate current job descriptions for each Town position. Contractor shall update and/or create new job classifications and specifications as necessary to ensure they are current, describe use of current or emerging technologies, meet legal qualifications, and are consistent with Equal Employment Opportunities (EEO) and Americans with Disabilities Act (ADA) considerations.
- d) Contractor shall document, in an appropriate format, changes in current job descriptions and the reason for any change(s).
- e) Contractor shall update descriptions for current job duties and specially required and desirable licenses, certificates, etc.
- f) Contractor shall ensure physical requirements are appropriately listed and special environmental factors are included.
- g) Contractor shall ensure the qualifications including knowledge, skills, and abilities substantiate satisfactory work performance.
- h) Contractor shall establish the desirable experience and education qualifications to select qualified candidates.
- i) Contractor shall allocate positions to appropriate classifications based on duties, responsibilities, and minimum requirements.
- j) At the conclusion of the classification study, the Contractor shall first present findings to the Town Manager and/or designee(s). If necessary, the Contractor will then again meet with the employees to explain the study results.
- k) Contractor shall recommend and participate in an internal appeal process for employees who are dissatisfied with the results of the classification study. Contractor shall prepare justification, if necessary.
- Contractor shall recommend to the Town Manager and/or designee(s) any revisions to the Town classifications policy to reflect the changes recommended in the classification portion of the study and provide for maintenance of the new structure, including periodic review and a reclassification review procedure.

- a) Contractor shall determine benchmark classifications to be used for market survey and analysis. The benchmark classifications must be a good representation of an occupational group, family of profession. They must be expected to be found in other public sector organizations with about the same duties and responsibilities. They must, as a whole, represent the entire array of classifications from highest to lowest within the Town of Bluffton.
- b) Contractor shall develop appropriate internal relationships to benchmark classifications.
- c) Contractor and the Town shall mutually agree in determining appropriate market comparisons (other municipalities) to be used for the survey.
- d) Contractor shall conduct a compensation survey, analyzing information and developing recommendations for appropriate salary structure and allocation of classifications to pay ranges including longevity step and recommendations.
- e) Contractor shall recommend methodology to allow comparison of compensation.
- f) Contractor shall define funding issues and prepare a recommendation to implement the recommended changes.
- g) Contractor shall recommend to the Town Manager and/or designee(s), any resultant revisions to the Town compensation policy to reflect the changes recommended in the study and provide for maintenance of the new structure.

<u>Insurance</u>

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

Workers Compensation – The Selected Vendor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

<u>Commercial General Liability</u> – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for

Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability – not applicable

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

Delivery and Completion of Work

The Town will use the Proposer's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

<u>Contractors/Subcontractors to be Satisfactory to Town Of Bluffton</u>

The Contract will not be awarded to any Proposers who have failed in any contractual obligations to the Town, or who has on any previous contract performed in a manner unsatisfactory to the Town, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion. Subcontractors shall also be satisfactory to the Town. Proposer shall identify intended Subcontractors; Subcontracts shall include all Federal, State, local regulatory and other Agency requirements, as well as the insurance requirements of the prime contract between Contractor and the Town.

Compliance

Proposers, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Proposers will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;

- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- · Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Proposers shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O'Hara Service Contract act (41 U.S.C. 351 et seq); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

Proposers shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

Proposers shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

Packages shall be **PDF submitted electronically through the Vendor Registry portal**. Click the large red **SUBMIT BID** tab to upload the RFP response.

The contents of the proposal shall include the following:

A. Signatory Sheet

Attached.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.
- Ensure the letter provides a commitment to support the study on behalf of the Town as part of any subsequent litigation.

C. Copy of Town of Bluffton Business License

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

D. Firm's Profile and Qualifications

- Provide a statement of the firm's particular expertise in performing a comprehensive study as requested.
- Provide brief history and overview of the firm; include a description of the firm's structure and attach and organizational chart including the team members who will provide support for the Town.
- Resumes for each team member who will provide support for the Town. Indicate the number of other projects each team member will support during the time that the firm would also be engaged with Town; demonstrate that team member's availability to support the contract with the Town to complete the work within the three (3) month period.

E. Firm's Past Performance and References

- Indicate firm's proven, positive past experiences with projects of similar scope and complexity.
- Provide experience in meeting timelines and schedules with clearly established and proven methods for maintaining the budget.
- Indicate services performed for similar projects in the past ten (10) years. Projects shall include demonstrated, successful performances including, but not be limited to:
 - Project management;
 - Quality control;
 - o Responsiveness to RFIs, Change Order Requests, etc.;
 - o Quality of project monitoring and contract administration;
 - Ability to work in a team environment to effectively motivate contractor to successfully meet project requirements for quality, schedule, and budget;
 - o Unique approaches, creativity, site adaption, integration of new technologies; and
 - o Quality, timeliness, completing project, closeout.
- Provide at least five (5) references of clients for whom the firm has provided similar services.
 Give dates and other particulars of the jobs, contact persons with full name, title, phone number and email address for each reference.

F. Samples of Work

From the past performances with references listed above, please provide some representative work. Redact proprietary information if necessary. Provide samples of:

- A representation of finalized job descriptions with relevant criteria to obtain each position. Please include police and non-police examples.
- An example of an external compensation survey of other municipalities with job titles and descriptive notes.
- A representative sample of a benefit package review.

G. Firms approach and methodology

• Provide a narrative explaining the method of data collection, including the level of collection, job elements, tasks, knowledge, skills and abilities; provide a format for the same.

H. Pricing Schedule

Firms shall complete the attached pricing schedule form(s) which is based on the scope of services to be provided. Vendors will provide hourly rates by job title and provide a level of effort for each of the three major deliverables by subtasks. Incidental expenses, materials, and travel should be estimated and will be reimbursed with receipts for actual expenses. Any travel and per diem must be in accordance with the Federal Travel Regulations. Find the Federal Travel Regulations here: https://www.gsa.gov/policy-regulations/federal-travel-regulation-ftr

6. EVALUATION, SELECTION, NEGOTATION and AWARD

The Town of Bluffton procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

A. Evaluation Criteria

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Profile and Qualifications	15
Past Performance and References	25
Samples of Work	25
Approach and Methodology	25
Pricing	10
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

C. Selection Method

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

D. Negotiations

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

Attachments

- 1. Signatory Sheet
- 2. Sample Town of Bluffton Agreement
- 3. Pricing Schedule Form

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TOWN OF BLUFFTON

SOLICITATION NO: 2021-22

ISSUED BY: Christine Smith

SUBMITTAL	PACKAGES	DHF.
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CLOSING DATE: Thursday, November 19, 2020

from the date of submittal.

FAX / E-Mail not accepted

CLUSING TIME: 2:00 p.m.						
PROJECT TITLE & DESCRIPTION: Classification and Compensation Study						
ACKNOWLEDGEMENT OF ADDENDA: This bid is submitted subject to Addenda numbers through						
THIS FORM MUST BE S	IGNED TO	BE CONSIDERE	D FOR AWARD			
COMPANY NAME:			DATE:			
MAILING ADDRESS:			PHONE:			
			FAX:			
CITY:	STATE:		ZIP:			
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:					
E-MAIL:		WEB URL:				
AUTHORIZED SIGNATURE: PRINT		PRINTED NAME:				
By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud. I certify that pricing submitted is valid for 90 days						