

City of Spartanburg

Procurement and Property Division

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

Legal Notice

Request for Proposal Compensation Study

August 22, 2022

NOTICE IS HEREBY GIVEN – The City of Spartanburg will receive sealed proposals from interested parties to provide Compensation Study services.

Proposal No. 2223-09-20-01

The City of Spartanburg reserves the right to reject any or all Bids or to waive any informalities in the bidding. Bids may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The City of Spartanburg hereby notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit Qualifications in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

Proposals **must be submitted in electronic format** and must be submitted through the <https://www.cityofspartanburg.org/bidopportunities> portal. Submissions cannot exceed 50 MB and must be completed no later than **3 pm on Tuesday, September 20, 2022** after which the portal will close and will not be reopened.

A complete proposal package is available at <https://www.cityofspartanburg.org/bid-opportunities>. For further information and a complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049 or via email at cwright@cityofspartanburg.org.

All questions regarding this proposal should go to Michelle Clyburn, Human Resources Director, at (864) 596-2795. **Questions are due no later than 10:00 A.M. EDT, September 9, 2022.** Questions may be emailed to Michelle Clyburn and Carl F. Wright e-mailed to mclyburn@cityofspartanburg.org and cwright@cityofspartanburg.org Question and answers will be posted on the bid website <http://www.cityofspartanburg.org>

This is an Equal Opportunity Bid Offer.

The City of Spartanburg
State of South Carolina

REQUEST FOR PROPOSAL

TABLE OF CONTENTS	Page
Letter from the City Manager	3
Introduction	4
Scope of Work	5
Services to be Provided	6
Proposal Instructions	7
Selection Process and Award	8

Attachments Include:

- Attachment A - Non-Collusion Affidavit
- Attachment B - Insurance Requirement Form
- Attachment C -References Form
- Attachment D - Conflict of Interest Disclosure Firm
- Attachment E - Good Faith Efforts Documents

Schedule

- RFQ Schedule Release of RFQ: Monday, August 22, 2022
- Virtual Pre-Submittal Meeting: not applicable
- Questions Due: Friday, September 09, 2022 at 10 am EDT
- Answers to Questions Posted: Monday, September 12, 2022
- Electronic Submissions Due: Tuesday, September 20, 2022 at 3:00 pm EDT



August 16, 2022

The City of Spartanburg is seeking proposals from qualified consulting firms experienced in the review and analysis of salary and overall compensation systems.

Our desire is to obtain a consultant who will assist the City in reviewing its existing job description and compensation system, analyze the current jobs performed by employees and determine the correct market pay for each position. We expect the consultant to make recommendations for improvements to the existing system or implementation of a new compensation system along with any adjustments to pay that may be needed. Provide methods to address internal inequities, pay compression, retention, hard-to-fill positions, and market adjustments and ensure job descriptions and classifications accurately reflect the knowledge, skills and abilities for our positions.

To be considered, a vendor must have expertise in evaluating pay scales, job descriptions and market pay analyses. The consultant should be able to provide references from other municipalities or government agencies where similar work was performed.

Evaluation of proposals and the selection of a vendor will be performed in accordance with the Request for Proposal (RFP).

Sincerely,

Chris Story
City Manager

Introduction

The City of Spartanburg operates under a Council-Manager form of government. There is a Mayor and six Council members who serve staggered four-year terms. The Mayor is elected at large; Council members represent single member districts. The City Council appoints the City Manager, who is the Chief Administrative Officer of the City and who carries out the policies set by Council. The City Council also appoints the City Attorney and the Municipal Judge. All other municipal officials are appointed by the City Manager.

The City of Spartanburg is chartered as a municipality by the State of South Carolina. It employs approximately four hundred (400) employees who serve the public in various job duties through nineteen departments, such as Police and Fire, Public Works, Parks, Recreation and Special Events.

Currently there are 54 grades encompassing approximately 154 positions on the scale. Each grade has been assigned a salary range with a minimum and maximum set approximately 20% on either side of the mid-point; there is a total spread of about 50% from each hiring salary to the maximum salary. There are no predefined salary steps in the salary range, with the exception of Police and Fire. This pay system has been in place for many years and has received some adjustments including cost of living adjustments as approved by City Council. In 2020/2021, a step plan was put in place for Police and Fire based on years in rank. The last adjustment to our pay scales, which amounted to a 3% increase across all positions, was made for fiscal year July 1, 2022- June 30, 2023.

The City provides a full range of employee benefit programs including health, dental, vision, life insurance, retirement, paid leave and longevity incentives. Our health and retirement plans are through the state of South Carolina (PEBA). Currently there are no plans to make any changes to our benefits and the focus of this RFP is a study of direct compensation.

Scope of Work

The successful consultant will be required to meet with the Management Team at the initiation of the study and provide a written presentation to the Management Team at the conclusion of the study. The City expects ongoing and open communications between City representatives and the consultant over the course of the study. All recommendations must comply with applicable State and Federal laws and enhance the City's ability to attract and retain qualified personnel.

The City may negotiate and refine the final Scope of Work with the selected consultant. The City reserves the right to negotiate additional services with the selected consultant at any time after the initial contract award.

The City will provide the following information to the selected consultant:

- Copies of all existing job descriptions
- Copies of all wage and salary schedules
- Copy of the Employee Handbook which includes our pay plan.
- Copy of the City organizational chart
- Access to the Director of Human Resources, Michelle Clyburn, to discuss procedures, policies, problems and concerns and to provide a liaison between the City and the consultant.

Services to be Provided

1. The consultant will review the current job descriptions and compensation system and determine whether a new compensation system would be needed to assure internal equity and external competitiveness.
2. Conduct a comprehensive survey of external regional labor markets impacting market competitiveness for all positions in the City.
 - a. This shall include public sector and private sector jobs with the same essential duties and functions.
 - b. This will include a review and market analysis of salary.
 - c. Make recommendations for changes to current classification system or adoption of a newly designed compensation system, which assures internal equity and also ensures job descriptions and classifications accurately reflect the knowledge, skills and abilities for our positions and external competitiveness.
 - d. The method in which to perform this analysis is to be determined by the consultant, but should be based on wages established for the 2023 calendar year.
 - e. The consultant will provide the City with a copy of the final compensation study and proposed salary structure.
3. Design an implementation strategy for any updated compensation system with the lowest financial impact and greatest gain to positions that fall outside of a designated range. The implementation plan should contain the total cost for implementation beginning July 1, 2023. The consultant will provide the City with a copy of the implementation strategy.
4. If the compensation system is implemented, provide training to the management team on the utilization and maintenance of the system. Additionally, provide necessary documentation and other materials for the City to maintain the system independently of the consultant following the implementation of the job evaluation/compensation plan. Provide the City with copies of training materials and policies and procedures for the maintenance of the system.
5. Provide pricing for future individual job description grading on an as-needed basis.

6. As an option, provide a proposal for an annual review and update of the market analysis for each position including a description of the factors to be reviewed, methodology, final report, and staff training.

Proposal Instructions

Proposals must be submitted through the <https://www.cityofspartanburg.org/bidopportunities> portal. Submissions cannot exceed 50 MB and must be completed no later than 3 pm (EST) on Tuesday, September 20, 2022 after which the portal will close and will not be reopened.

Proposals are to be organized to facilitate evaluation by the City according to the following outline:

1. A statement of your understanding of the work, descriptions of the approach, illustrations of the procedures to be employed, project schedule including an estimated start date.
2. A synopsis covering the most notable features of the proposal including overall costs and scope of work.
3. A detailed breakdown and description of the specific steps, services, and study products that will be provided. Firms may include in this section any innovative methods or concepts that might be beneficial to the City.
4. All costs of the study to include professional services, supplies, etc., proposed contract terms and conditions are to be submitted. The not-to-exceed fees for performing each phase of the study, including travel expenses.
5. A brief introduction, limited to no more than four (4) pages describing the firm's organization and services; a list identifying the project manager and/or staff who would be assigned to this project as well as their professional experiences, qualifications, responsibilities, and functions.
6. Client references – a list of clients the firm has provided compensation/classification services within the last 3 years, including the organization, contact person, email, address, telephone number and a brief description of the compensation/classification services provided. (See **Attachment C**)
7. A statement that the proposer agrees to:
 - a. Deliver the final report to the Human Resources Director; including tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (USB) in Microsoft Office format;

- b. May be asked to appear at a scheduled City Council Meeting to discuss the recommendations and final report.
8. Completed Non-Collusion Affidavit (Attachment A) and Insurance Requirement Form (Attachment B).

All proposals submitted in response to this RFP become the property of the City of Spartanburg. The City reserves the right to accept or reject any or all proposals received or to cancel this RFP in part or in its entirety. After proposals are reviewed, the City will select the proposals in the best interest of the City.

Selection Process and Award

The consultant will be selected following review and recommendation by a committee consisting of the City Manager, Director of Human Resources, Finance Director and Assistant City Manager. The selection committee may require an interview of the top proposers to be held in Spartanburg.

Award shall be based on the best overall proposal taking into consideration the following factors:

1. Demonstration of the firm's ability to successfully complete all requirements as specified in the Scope of Work
2. Cost of Services
3. Experience in similar consulting services
4. Qualifications of project staff
5. Performance History (References)

Attachment A
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary

My Commission Expires: _____

Attachment B
CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS
AND ALL VENDORS
September 30, 2010

**NOTE: DO NOT BID ON THIS PROJECT IF YOU CAN NOT MEET THE FOLLOWING
INSURANCE REQUIREMENTS!**

Each sub-contractor must also complete this form and furnish a Certificate of Coverage.

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

Automobile - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Comprehensive general liability – This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

Property Insurance including Builders Risks-Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

Workers' Compensation and Employer's Liability – This coverage shall meet the statutory requirement of the State of South Carolina. Employers Liability shall be in the amount of \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

The Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the City thirty (30) days advance notice by registered mail.

The City of Spartanburg, its employees, and agents shall be named as additional insured under the Contractor's general liability policies.

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.

Cancellation and Re-issuance of Insurance: If any insurance required to be provided by the Contractor should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Failure of the Contractor to maintain continuous coverage as specified herein will result in this project being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.

I can and will maintain the insurance requirements during all related work.

Company Name

Contractor or Owner or Sub Contractor Signature

Date

UNDERSTAND AND WILL COMPLY WITH THE REQUIREMENTS FOR THE NIP PROGRAM FOR PAYMENT

COMPANY NAME	CONTRACTOR SIGNATURE	DATE
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Attachment C
References

List only references you have completed work for in the last twelve months.

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name: _____	Contact Person _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Email _____

Company Name

Contractor/Owner Signature

Date

Attachment D
CITY OF SPARTANBURG, SC
Bidder Conflict of Interest Disclosure Form

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

___ **No** (Please sign the certification below and promptly return this page with the W-9)

___ **Yes** (Please sign and provide the name(s) of the individual(s))

CERTIFICATION

I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.

Name of Authorized Official

Title of Authorized Official

Date

Signature

Phone

Email Address

Attachment E

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Carl Wright.

Contact Information

Phone 864-596-2790

Email: cwright@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM **ALL ELEMENTS OF THE WORK** PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Signature _____

Notary Seal

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and **included in your bid document.** This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO:	DATE:
PROJECT NAME:	ADDRESS:
PRIME CONTRACTOR:	CITY: _____ STATE: _____
CONTACT PERSON:	EMAIL:
TELEPHONE: ())	FAX: ())

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	
Total Contract Amount						\$	

MWBE CLASSIFICATION			
MBE-B - African American	MBE-S - Asian American	MBE-H - Hispanic American	
WBE - American Woman	N/A - Native American		

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	
Total Contract Amount						\$	