



REQUEST FOR PROPOSALS

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

COLLEEN C. SELBERG
Purchasing Agent

NONUNION CLASSIFICATION AND COMPENSATION PLAN STUDY

The City of South Portland (the “City”) is seeking proposals from qualified firms/consultants to update or replace its current Classification and Compensation Plan for its nonunion employees. Qualified firms/consultants must be experienced in the design and development of classification and compensation systems, preferably in municipal settings and preferably with organizations similar in size and complexity to the City.

Proposals should be submitted to the City Purchasing Agent, 25 Cottage Road, South Portland, Maine 04106, until 2:00 p.m., Friday, March 29, 2019, at which time, they will be publicly opened and read aloud.

Proposals shall include the attached bid form in sealed envelopes, plainly marked “Bid #33-19 Compensation Plan Study” and shall be addressed to the Purchasing Agent at the above address.

Background

The City of South Portland is located in coastal southern Maine, in Cumberland County, the State’s most populous county. South Portland, rated by Money Magazine (12/2018) as the best place to live in Maine, is the fourth largest city in Maine and the second largest in the region, which is undergoing a period of high economic growth. The City enjoys a diversified commercial, industrial, and technological aspect to its economy, as well as a strong sense of livable neighborhoods, good schools, and commitment to sustainability and its natural environment.

Specific Project Context

The City’s current Classification and Compensation Plan for its nonunion employees was developed and deployed in the 1980’s. The plan covers about 168 permanent (full and part-time) employees in approximately 130 different positions that are currently classified in 21 grades/classes. Prior efforts to update the plan were undertaken at least two other times but were not implemented. The plan is seen as outdated in several respects and in need of revision to be updated to today’s compensation practices. In addition, the current labor market in the region is highly competitive, making it difficult to recruit and retain qualified candidates for many positions. The current salary structure may be negatively impacting recruitment and retention.

Scope of Project

1) Job Descriptions:

Create, modify and update job descriptions for all nonunion positions in compliance with all applicable state and federal statutes. Provide orientation sessions to explain the process to employees, supervisors and managers. Provide for employee input, likely via a survey and follow up interview process, and the supervisor's review, comments and approval; with final approval by the Human Resources Department. Ensure Essential Functions are accurate and documented. Ensure FLSA status is defensible. Standardize format.

2) Classifications:

Rate and rank positions based on specific criteria, and then recommend how positions should be placed into a grade or classification system that ensures internal equity and fairness. Allow for an appeals process for individuals who may require additional information regarding the proposed classification for their position. Meet with supervisors and senior managers to introduce the classification structure and respond to questions and concerns. Develop a position evaluation system for the Human Resources Department to administer ongoing to ensure appropriate classification when new positions are introduced or when significant changes to a position are made.

3) Salary Survey:

Conduct a salary survey of comparable municipalities and relevant other organizations in the region to provide data for comparison to current City wages to assess the level of market competitiveness. The proposer's proposal should outline methodology to be used and recommended comparable communities and entities with rationale.

4) Compensation Plan:

In collaboration with the City's project oversight team (City Manager, Finance Director, and Human Resources Director), develop a statement of compensation philosophy for the City. Based on current information, this philosophy likely will include a merit compensation component and a desire to pay employee "at market." Using information from the salary survey, recommend salary structures and a compensation plan aligned with the City's compensation philosophy. Develop a system to integrate positions and employees into the plan and manage the plan going forward, including how to stay current with the market. This system will include costing out the recommended approach and may include how the new plan can be phased in over time if full deployment exceeds available resources. Provide employee education on how the new plan works.

5) Performance Evaluation:

Review the City's current performance evaluation forms to ensure they align with the recommended compensation plan. Suggest improvements to the evaluation

forms as needed. Provide supervisory training on using the final evaluation form to align and support the compensation plan.

6) Other – Approval and Implementation:

- Consultant should be prepared to update employees through additional meetings, email, website, or other approaches to ensure a responsive, open, and transparent process. The consultant should plan for two meetings with the City Council to present findings and explain the final recommendations.

- Consultant should provide the pricing for this work by components of the project, 1-5 noted above, if possible, so the City can assess if it will be more effective to do certain components in-house or through other means.

Timeline

The firm/consultant awarded the project should be prepared to begin the project within four (4) weeks of signing a contract and commit to completing the work within six (6) months of starting the work.

PROPOSAL REQUIREMENTS/EVALUATION CATEGORIES

To facilitate the evaluation process, the proposer is requested to organize the proposal into distinctive sections that correspond with the individual proposal requirement categories. The quality of the proposer’s documentation and oral presentation will be considered throughout this selection process.

General Approach (Assigned Weight 35%)

Describe your general approach to organizing and managing the project including your approach to information gathering, identification and analysis of opportunities, problem solving and communication with and between regulatory bodies, interest groups, City Council, staff or advisory committee.

Describe your approach to project cost control and project quality considerations.

Indicate your estimated time for completion of each project phase. The overall quality of the proposal will be rated in this category.

Qualifications/Availability of Key Staff (Assigned Weight 15%)

Describe the approach that will be used to complete the project. Explain each person’s role and estimate the amount of time they are expected to devote to the project. Provide resumes for key personnel and explain why they were chosen for the project.

Provide evidence that current and future workloads of key staff assigned to the project will allow the described level of work performance. Provide assurance that the project manager will be assigned to the project for its entire duration unless otherwise mutually agreed.

Prior Experience (Assigned Weight 20%)

Each proposer must submit three references which in the proposer’s opinion qualify their firm for the work detailed in this RFP. References should be for projects of similar scope and/or size and provide evidence of the firm’s ability to complete projects on time and within budget. Each reference should include, on a single page, the following:

- Name, address and telephone number of the contracting agency
- Contact person
- Project budget
- Term of the contract
- Brief description of the specific services provided.

In addition to the three references, proposers are welcome to provide any other documentation of the firm’s experience that might prove useful to the City.

Explain any special competencies or experience you firm and/or key personnel have with public sector projects.

Contract and Proposed Fees (Assigned Weight 30%)

The successful proposer shall be required to sign a services agreement with the City, a copy of which is attached hereto as **Attachment A**. Please note that the blanks within the Agreement will be completed for use at contract signing. The agreement need not be completed at this time. The proposer shall provide a fee schedule as set forth below for all services to be provided the City under this contract.

	Estimated	Average	
	Hours	Rate	Total
Job Descriptions			
Classifications			
Salary Survey			
Compensation Plan			
Performance Evaluation			
Other: Approval and Implementation			
Total			

The proposed fee must include all costs, expenses, overhead and profit (fixed fees).

Selection Process:

The City will review all proposals for completeness. If a proposal is determined by staff not to be complete, that proposal may no longer be considered.

The City will review the remaining proposals and rate them considering each section's relative weight. After this review, the top rated proposers will receive an interview. It is understood that the City shall incur no costs as a result of an interview, nor bear any obligation in further consideration of the proposal.

The City reserves the right to negotiate with the selected firm(s) as to the terms of a contract including, but not limited to, the scope of services. The City reserves the right to reject all bids.

Final selection of the Consultant will be to the individual or firm that provides the lowest responsible and responsive bid that is deemed to be in the best interests of the City. "Responsible" means that the proposer has the skill, judgment, integrity and ability to perform the work. The City reserves the right to investigate the references provided as well as other sources. "Responsive" means that the proposer has submitted a bid that corresponds to and addresses the criteria and specifications in this Request for Proposals.

The City will not be responsible for any costs or expenses incurred by a proposer in preparing or submitting a proposal.

Any proposal must be completed and signed as shown on the Proposal Form included herein.

PROPOSAL FORM
CITY OF SOUTH PORTLAND

**PROPOSAL FORM
FOR
NONUNION CLASSIFICATION AND COMPENSATION PLAN STUDY
RFP #33-19 PROPOSAL**

TO: Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, ME 04106

To Whom it May Concern:

In compliance with the Request for Proposals for Nonunion Classification and Compensation Plan Study RFP #33-19, the proposer proposes to complete all services to be provided to the City pursuant to the following fee schedule:

	Estimated	Average	
	Hours	Rate	Total
Job Descriptions			
Classifications			
Salary Survey			
Compensation Plan			
Performance Evaluation			
Other: Approval and Implementation			
Total			

This proposed fee includes all costs, expenses, overhead and profit (fixed fees).

The undersigned further proposes and agrees, if this Proposal is accepted, in whole or in part, that within fourteen (14) days from the date of mailing of the Agreement, it will execute and deliver the Agreement to the City.

Signed: _____

(Corporation, Firm or Company)

By: _____

(Officer, Authorized Individual or Owner)

Title: _____

Mailing Address: _____

Zip Code: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

Attachment A
AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND, MAINE
AND

AGREEMENT is made this **XX** day of _____, 2019, by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the "**CITY**"), and **VENDOR, located at ADDRESS AND EIN** (hereinafter "**CONSULTANT**"),

WITNESSETH

WHEREAS, the **CITY** has set out in the detail the objectives of its use of **CONSULTANT** and the scope of the services that firm will be asked to provide in the RFP #33-19 NONUNION CLASSIFICATION AND COMPENSATION PLAN STUDY, which is hereby incorporated by reference into this Agreement as *Exhibit A* (the "RFP"); and

WHEREAS, the **CONSULTANT** submitted a proposal dated **DATE OF PROPOSAL** for said services;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

CONSULTANT agrees to provide the personnel, supplies, equipment and labor necessary to perform the services as outlined in RFP #33-19 Nonunion Classification and Compensation Plan Study (the "Work") pursuant to its Response to RFP #33-19 Nonunion Classification and Compensation Plan Study, a copy of which is attached hereto and by this reference incorporated herein as *Exhibit B* (the "Consultant's Proposal"). Any substantial change or addition to the scope of Services shall be agreed upon in writing by **CITY** and **CONSULTANT**, and **CONSULTANT** agrees to perform Additional Services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any Additional Services shall be in writing from **CITY**. The restatement in this Agreement of any term of the Request for Proposals or the Consultant's Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between the Request for Proposals or the Consultant's Proposal and this Agreement, then this Agreement shall govern; and the Request for Proposals shall govern over the Consultant's Proposal, to the extent they disagree; provided, however, that this Agreement and its attachments shall be construed to be supplemental to one another to the extent possible.

2. SCHEDULE

The Consultant will commence the Work within four (4) weeks, *i.e.*, by _____, 2019. The Consultant agrees to complete the entire Work within six (6) months, *i.e.*, by _____, 2019. The time set for such completion of the Work may be extended only by written consent of the City.

3. FEES

CONSULTANT shall submit an itemized monthly statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services billed to the **CITY** at the rate provided on page _____ through _____ of Consultant's Proposal, but in no event shall **CONSULTANT**'s total billings exceed the amount of \$ _____. **CONSULTANT**'s invoice shall be paid by **CITY** within thirty (30) days of receipt.

4. PERSONNEL, INDEPENDENT CONTRACTOR

CONSULTANT represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **CITY**, nor have any contractual relationship with the **CITY**. **CONSULTANT**'s Project Manager hereunder shall be [REDACTED], and any deletion or change in Project Manager shall be subject to the **CITY**'s approval.

CONSULTANT further agrees that, consistent with its status as an independent contractor, its personnel will not hold themselves out to be, nor claim to be officers or employees of the **CITY** by reason of this Agreement.

5. STANDARD OF PERFORMANCE

CONSULTANT shall be and remain, fully responsible to the **CITY** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **CITY**, correct and revise any errors or deficiencies in its performance and shall pay **CITY** for any loss, damages, or costs, including attorney's fees, resulting from **CONSULTANT**'s breach of this Agreement or incurred by the **CITY** for the replacement or correction of any part of the work hereunder which is deficient, or defective.

CITY shall provide **CONSULTANT** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give **CONSULTANT** a reasonable time under the circumstances to correct said error or deficiency.

6. CITY'S REPRESENTATIVE

The **CITY**'s Human Resources Director Stephanie Weaver, or her authorized designee, shall act as the **CITY**'s representative in all dealings with the **CONSULTANT**.

7. DOCUMENTS

CITY agrees to furnish or provide access to **CONSULTANT** to any information or material in its possession that is relevant to **CONSULTANT**'s performance hereunder and **CITY** staff will cooperate with **CONSULTANT**. **CONSULTANT** will not, without the **CITY**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent of **CONSULTANT**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **CITY** and be promptly delivered to the **CITY** upon request. All working papers shall be and remain the property of **CONSULTANT** but **CONSULTANT** shall make said work papers available to the **CITY** upon request and the **CITY** shall be provided copies of any or all working papers upon request.

CONSULTANT shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **CITY**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, its officers, agents and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, costs of defense and attorney's fees, arising

out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any intentional misconduct or negligent act or omission of **CONSULTANT**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **CITY** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

9. INSURANCE

The **CONSULTANT** shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**.

It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The **CONSULTANT** shall maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the **CONSULTANT**. The **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by the **CITY's** negligence.

(c) Workers' Compensation Insurance

The **CONSULTANT** shall maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) Professional Liability

If the **CONSULTANT** is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

- (e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **CITY** prior to the commencement of any work by the **CONSULTANT**
- (f) The Certificate of Insurance and the policies of insurance shall include a thirty (30) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.
- (g) It is a requirement that the **CITY** be named as an Additional Insured on the General Liability and Automobile Liability policies.

The **CONSULTANT** and his/her/its surety shall indemnify and save harmless the **CITY**, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **CONSULTANT**; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said **CONSULTANT**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.

(h) Waiver of Subrogation

Payment of any claim or suit or any insurance company on behalf of the **CITY** shall not constitute a waiver of subrogation against the **CONSULTANT**, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **CONSULTANT**, any sub-contractors or lower tier contractors.

10. TERMINATION

The **CITY** may terminate this Agreement for cause by written notice to the **CONSULTANT**. In the event of such termination, **CONSULTANT** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CONSULTANT**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONSULTANT** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT:

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the **CONSULTANT** assign any moneys due or to become due to it hereunder, without the previous written consent of the **CITY**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. **NON-WAIVER**

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. **NOTICE**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

CONSULTANT: _____

CITY: City of South Portland
25 Cottage Road
PO Box 9422
South Portland, ME 04116-9422
Attn: City Manager

14. **COMPLIANCE WITH LAW**

In its performance under this Agreement, **CONSULTANT** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine without regard to conflicts of law principles.

IN WITNESS WHEREOF, the **CITY OF SOUTH PORTLAND** has caused this Agreement to be signed by Scott Morelli, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed by _____, its _____, thereunto duly authorized, the day and date first above written.

CITY OF SOUTH PORTLAND

BY: _____ BY: _____
Witness Its City Manager

CONSULTANT

BY: _____ BY: _____
Witness Its