City of Powell
Request for Proposals for a Total Compensation Survey

Section I

The City of Powell is soliciting proposals from qualified consulting firms, experienced in the development of a job evaluation and compensation system. Our desire is to obtain a consultant who will assist the City in reviewing the existing job description and compensation system including all benefits, analyze the current jobs performed by employees, determine the correct market pay for each position, establish the market value of the employee benefits package and provide a market analysis of the total compensation including salary and benefits. We expect the consultant to make recommendations for improvements to the existing system or implementation of a new job description and compensation system along with any adjustments to pay and benefits that may be needed.

All prospective consultants will be afforded full opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice.

This Request for Proposals (RFP) is an invitation by the City of Powell for consultants to submit an offer, which may be subject to subsequent discussion. It is not a request for competitive bid. Submittal of a proposal does not create any right or expectation to a Contract with the City of Powell. The City of Powell reserves the right to reject any or all proposals and the City further declares that it will incur no financial obligations for any costs by any company in preparation of their proposal.

Qualified firms may submit their sealed proposal responses on or before October 27, 2008 by 4:00 p.m. to:

Zane Logan
City Administrator
City of Powell
P. O. Box 1008
270 N. Clark St.
Powell, WY 82435

Statement of Qualifications and Approach

To be considered, a vendor must be a full-service consulting firm with expertise in evaluating pay scales, benefits, job descriptions and market pay/benefit analyses. The consultant should be able to provide references from other municipalities or government agencies where similar work was performed.
Criteria for Selection

The City Administrator with input from the members of the Management Team will evaluate each proposal to select a firm to recommend to the City Council to enter into a contract for service. The City Council will provide final approval of the selection.

All proposals submitted will be evaluated using the following criteria:

1. Compliance with the RFP
2. Understanding of the project
3. Services to be provided
4. Ability to complete the work within the time specified
5. Qualifications of the firm, including but not limited to its experience and personnel assigned to the project and any subcontractors, if any.
6. Cost

Cost and Fee Arrangements

The consultant must provide a proposal with maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.

City of Powell Background Information

Currently the City of Powell has a step and grade compensation system. There are 14 grades encompassing approximately 35 positions on the non-exempt scale. There are 12 steps per grade with 2.5% between steps and 5% between grades. It takes an employee at least ten years to move across the scale to their highest pay if they begin at step 1. Employees move one step after they complete their six-month probationary period. Each employee may be awarded one step for merit on their anniversary date providing that they have met or exceeded the expectations of their position for that year. This pay system was established in the mid – 90s. The last adjustment to this scale was in 2004 and the City Council has granted cost of living adjustments consistent with the cost of living index for the northwest region of Wyoming as published by the State of Wyoming. This increase has been in addition to the 1 step merit increases.

There are separate scales for overtime exempt positions, Electrical and Engineering Department positions. The exempt scale was instituted at the same time as the non-exempt scale and includes the department heads. The E-scale for the Electrical and Engineering Departments was instituted in approximately 2001-2002 in response to private sector competition. It was established based on other similar municipalities in the State of Wyoming and similar private sector jobs in the area. Merit increases on both scales are awarded using the same system mentioned above.
The City of Powell employs approximately 61 full-time benefited employees and 5 regular part-time non-benefited employees. The City of Powell's fiscal year begins July 1st and ends June 30th. The City of Powell is a Mayor/Administrator form of government. The number of employees in each functional unit is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Full – Time</th>
<th>Part - Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administrator</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Maintenance Shop</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Streets</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>Information Technology</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Finance</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Police Department</td>
<td>24</td>
<td>3</td>
</tr>
<tr>
<td>Sanitation</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Parks</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>Water/Wastewater</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Engineering</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Building Inspection</td>
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<td>0</td>
</tr>
<tr>
<td>Electric</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

In addition to these departments the City of Powell is constructing an indoor, full-service, family aquatics facility scheduled to open in late 2009 or early 2010. This will require the establishment of staff for this facility. Projected staff is 1 Aquatics Director, 3-4 full time and 3-4 part time employees. The job description for the Aquatics Facility Director is drafted and has been included as part of this proposal for evaluation. As a part of the job description and compensation system recommendations also include job titles, job duties and rates of pay for full and part time aquatics facility staff.

**Section II**

**Specifications for Job Evaluation System**

**Scope of Work**

The successful consultant will be required to meet with the Management Team at the initiation of each phase of the study and to make oral or written presentations to the Management Team at the conclusion of each phase. The City expects ongoing and open communications between designated City representatives and the consultant over the course of each phase. All products and recommendations must comply with applicable State and Federal laws and enhance the City’s ability to obtain and retain qualified personnel.
Proposal Calendar

Request for proposal issued  October 1, 2008
Due date for proposal  October 27, 2008
City Council accepts selected proposal  November 3, 2008
Selected firm notified  November 4, 2008
Contract date (no later than)  November 21, 2008
Completion date (no later than)  February 20, 2008

The City of Powell will provide the following information to the successful consultant:

- Copies of all existing job descriptions
- Copies of all wage and salary schedules
- Copies of all employee benefit schedules
- Copy of the City of Powell Personnel and Policy Manual
- Copy of a City of Powell Organizational Chart
- Access to in-house contact, Chief of Police Tim Feathers, to discuss procedures, policies, problems and concerns and to provide a liaison between the City of Powell and the Consultant.

Specifications for Job Evaluation/Compensation

The following are specifications for the system and the consulting services related to the job evaluation and compensation system:

- The consultant will review the current job descriptions and compensation system and determine the need for a new compensation system, which would assure internal equity and external competitiveness.

- Conduct a comprehensive survey of external regional labor market impacting the Powell area job market for all positions in Appendix A. This shall include public sector and private sector jobs with the same essential duties and functions. This will include a review and market analysis of salary and benefits. Make recommendations for changes to current classification system or adoption of a newly designed compensation system, which assures internal equity and external competitiveness. The method in which to perform this analysis is to be determined by the consultant. The data will be based on wages and benefits established for the fiscal year 2008-2009. The consultant will provide city staff with 2 copies of the final compensation study and proposed salary structure.
• Design an implementation strategy for any updated compensation systems 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 immediate implementation as well as a plan to phase in over two (2) years beginning July 1, 2009. The consultant will provide City staff and elected officials with 2 copies of the implementation strategy.

• 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 City Staff and Elected Officials with 2 copies of training materials and policies and procedures for the maintenance of the system.

• 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. Provide City Staff and Elected Officials with 2 copies of annual review and maintenance materials.

**Specification for Proposals**

All proposals submitted in response to this request for proposals must contain the following information in the stated order:

1. Name, address, telephone number of the firm.
2. Description of the firm (corporation, partnership, etc.) and year established.
3. State of incorporation, if any, and type of ownership.
4. Name(s) of all partner(s), principal(s) and/or owner(s) of the firm.
5. Name and biography of all proposed consultant(s)/facilitator(s).
6. Name, title and business address of person responsible for submitting the proposal.
7. Copy of the most recent annual report.
8. Listing of any subcontractors, if any, and the scope of work they will perform.
9. Description of the scope of involvement of city staff.
10. Narrative proposal on what approach and techniques the consultant will use in identifying and evaluating information provided. Describe the process you use and submit the forms, questionnaires and instruments used or proposed for use in this study.
11. Narrative proposal on scope of work as identified above,
12. An estimate of time to complete the project and a proposed timeline of work tasks, with the date of final completion of the project.
13. A breakdown of the firm’s rates, fees and charges for services, by phase and for total project, and a proposed payment schedule.
14. At least three references, including individual contact name, name of company and phone number the City may contact regarding job evaluation/compensation system in a large organization. Preference is to include municipalities or counties.

**Timetable for submission**

For consideration to be given to any proposal submitted pursuant to this RFP, 3 copies of the submittal materials must be received by 4:00 p.m. on October 27, 2008 at the address listed on the first page of this Request for Proposal.

**Contact with City Personnel**

At no time shall the consultant, its agents, representatives or contracted personnel contact or otherwise communicate with City department personnel without prior arrangement with the Chief of Police, or his/her designee, for the purposes of negotiating, modifying, changing or interpreting the proposal or specifications. Any changes, modifications, or interpretations must be handled by one source uniformly for all consultants. All questions relating to the statements contained in the RFP are to be addressed in writing to Chief Tim Feathers Powell Police 250 N. Clark St. Powell, WY 82435.

**Letter of Transmittal**

The letter of transmittal shall be physically signed by an officer of the firm(s) and include the following:

1. Name, mailing address, telephone and fax numbers and e-mail address.
2. Name, title, telephone number and email address of the individual authorized to commit the respondent.
3. Name(s), title(s), telephone and fax number(s), and email address(s) of the individual(s) to be the official contact person(s) regarding all matters concerning the proposal.
4. A statement ensuring validity of the proposal for at least (90) days.

**Preparation of Proposal**

Each proposal will be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

**Disposition and Disclosure of Proposals**

All proposals submitted in response to this RFP will become the property of the City of Powell and a matter of public record. The vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any firm claiming such an exemption must also state in its
proposal that the firm agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any firm failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

**Addenda to RFP**

If it becomes necessary to revise any part of this RFP, addenda will be supplied to all firms receiving this Request for Proposal.

**Termination Clause**

The City of Powell shall have the right to terminate the Contract at any time, upon 30 days written notice to the consultant, whenever the City determines that the performance of the vendor is unsatisfactory or for cause of the convenience of the City.

**News Releases**

News Releases pertaining to this project shall not be made without prior review and approval by the Management Team.

**Consultant’s Independence**

Consultant is an independent contractor with respect to all services performed under this Contract. Consultant accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for worker’s compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Consultant shall defend, indemnify and save harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the City, or consultant, shall be deemed or construed to create any third party beneficiary or principal and agent association or relationship involving the City. Consultant is not the City’s agent and Consultant has no authority to take any action or execute any documents on behalf of the City.

**Restrictions of Communications**

From the date of this RFP until a determination is made regarding the selection of a proposal, all contacts between City employees associated with the project and the respondent must be cleared through Police Chief Tim Feathers or his/her designee. Respondent will not approach other personnel with respect to employment during this period; however, this clause does not prohibit communications between City employees and vendors currently conducting business with the City as long as these communications are restricted to conducting current business.
Disputes

Should any disputes arise with respect to this Contract, the consultant and the City agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The consultant agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work. Any additional costs incurred by the consultant or City as a result of such failure to process shall be borne by the vendor; and the respondent shall not make a claim against the City for such costs.

Price Changes

All prices shall be firm and not subject to increase during the period of the Contract.

Laws of Governance

This Contract shall be construed and governed in accordance with the law of the State of Wyoming and the City of Powell. Consultant shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Consultant, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

Modification, Mistakes or Withdrawal of Proposals

Responses to this RFP may be modified or withdrawn by written or facsimile notice prior to the date specified for receipt of proposals. A proposal may be withdrawn in person by the vendor or its authorized representative prior to the date set for receipt of proposals. Telephone withdrawals are not permitted.

If the apparent best qualified firm discovers a mistake of a serious and significant nature in its proposal which is unfavorable to it prior to the issuance of a Contract, it may request consideration to modify or withdraw the proposal. The mistake must be evident and provable. The City reserves the right to reject any and all requests for correction or withdrawal of proposal received after the date shown in the specifications. In all cases, the decision of the City Council is final. A mistake in proposal will not be considered once a contract is issued.

Reservation of Rights

The City of Powell reserves the right to:

a. Accept or reject any and all proposals received in response to this RFP, and to re-advertise for new submittals.
b. Waive or modify any irregularities in proposals received after prior notification to the vendor.

c. Request the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.

d. Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the City.

e. Request clarification and/or additional information from the vendor during the evaluation process.

f. Utilize any and all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and the patent of those rights is indicated by the vendor. Proposals will become the property of the City of Powell.

g. In the event of Contract termination, enter into Contract negotiations with other qualified firms that submitted acceptable proposals, rather than redoing the proposal process for the project.

h. Negotiate with the selected consultant to include further services not identified in this RFP.

Expiration of the Proposal

By submitting a proposal the vendor offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The vendor’s proposal shall not be revocable for ninety (90) days following the response deadline indicated above. The City of Powell reserves the right to waive any defects in the offer of any vendor, to reject any or all offers and to request additional information from any or all vendors.

Work Results

The work results and the reports may not be released by the Consultant without prior written consent of the City of Powell.

Thank you in advance for your interest in the City of Powell, Wyoming.

City of Powell
PO Box 1008
270 N. Clark St.
Powell, WY 82435
Proposal for Compensation Study and Implementation

_____________________________ agrees to provide the City of Powell with professional consulting services and we will provide the following:

Compensation Study $____________________
Amend or Establish Compensation System $____________________
Implementation Strategy for Compensation System $____________________
Training for Maintenance of System $____________________
Annual Market Analysis Update Option $____________________
Other $____________________

Total $____________________

Along with this proposal we have included background information about our firm, references, project schedule, cost and pricing analysis and project overview.

Signature ___________________________ Date ___________________________
Printed Name ___________________________ Title ___________________________

Contact Name: ____________________________________________
Firm Name: ____________________________________________
Mailing Address: ____________________________________________
Email Address: ____________________________________________
Telephone Number: ____________________________________________