

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP 7808**

**Compensation / Classification Study
Submittal Due No Later Than, 4:00 p.m. Monday, November 17, 2014 Exactly Pacific Local
Time**

The City of Shoreline, Washington is soliciting proposals (RFP) from qualified individuals or firms interested in providing:

- a base salary compensation and classification study
- a study of non-salary cash and deferred compensation
- and a study of employer contributions toward health insurance costs.

Collectively, these studies are referred to as the "Project".

Primary Objectives

- 1) Prepare and implement a communication program that ensures full communication to employees throughout the Project and provides opportunities for meaningful engagement without unduly prolonging the process.
- 2) Prepare a comparative analysis that identifies the City of Shoreline's competitive position in a comparative labor market for each of the following: base salary, other forms of cash and deferred compensation, and employer contributions toward health insurance cost.
- 3) Provide a recommendation for base salary ranges and classification placement within those ranges.
- 4) Provide a job evaluation methodology that makes logical comparisons between jobs to assess their relative worth for classification review, both for the purposes of this Project and the City's use after the Project is complete.
- 5) Provide a recommendation on long-term compensation administration that maintains the City's competitiveness within the defined labor market.

Background

The City of Shoreline is located in King County, Washington and has operated under a Council/Manager form of government since incorporation in 1995. The City employs approximately 150 regular employees in approximately 100 job classifications. City departments include Administrative Services; City Attorney; City Manager's Office which includes the offices of City Clerk, Community Services, Communications, and Economic Development; Human Resources; Parks, Recreation and Cultural Services; Planning and Community Development; and Public Works. The City does not directly employ police or fire personnel. The workforce is non-union.

In 1997, the City established a base salary compensation plan to 1) ensure the ability to attract and retain well-qualified personnel for all job classes, 2) ensure compensation practices were competitive with those of comparable public sector employers, 3) provide defensibility to salary ranges based on the pay practices of similar employers and 4) ensure pay consistency and equity among related classes based on the duties and responsibilities assumed. The 1997 compensation plan created a salary range/step system. The major elements of that plan were multiple salary ranges, six steps in each salary range, salary ranges two and one half percent (2.5%) apart, steps within salary ranges four percent (4%) apart. City staff has since maintained the 1997 compensation plan through salary surveys and classification reviews.

The City is now seeking to conduct a comprehensive review of its compensation plan in 2015.

Preliminary Timeline

The City seeks to begin work on this project in January of 2015 and requests an estimate of time required to complete each element of the scope of work.

Estimated Budget

The City seeks to complete the scope of work within an estimated budget of \$35,000 to \$50,000.

Scope of Work

The project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the Scope of Work which is expected to include, but not be limited to, the following tasks:

1. *Project Initiation.* Develop a mutually agreeable project management plan that clearly describes all phases of the Project with schedules, milestones, responsibilities, constraints, and deliverables.
2. *Communication and Engagement Strategy.* At the beginning and continuing until the end of the Project establish:
 - 2.1. A clear and open communications program with the City Manager, the Leadership Team, and Employees;
 - 2.2. A meaningful way in which employees may engage in the Project; and
 - 2.3. Clear communication and guidance on policy issues that must be considered by the City Council.
3. *Base Salary Compensation and Classification Study.*
 - 3.1. Discuss and recommend to the City, including the Manager and the Council, the comparable agencies that should be surveyed considering those that were used in the 1997 study and responding to interests for change with logical criteria and considering the City's long-term financial ability to maintain a competitive compensation program for its employees.
 - 3.2. Prepare a salary survey document and advise the City on which jobs should be used as benchmarks in the survey. The City desires as many benchmarks as possible; however, will defer to the Consultant on best practice for conducting surveys. Compose original benchmark descriptions that are suitable for the purpose of a survey yet take into account the actual work done by employees in the classification.
 - 3.3. Conduct a salary survey and compare data at the maximum (top step) of the range. Use the median data to develop recommended salary ranges.
 - 3.4. Provide a job analysis and evaluation methodology that relies on current information about job content and makes logical comparisons between jobs to assess their relative worth for the purpose of conducting a classification study.
 - 3.4.1. Review existing job descriptions and recommend updates, as needed.
 - 3.4.2. Train Human Resources staff in the use of the job analysis and evaluation methodology so the City can maintain the classification system after the Project is complete.
4. *Non-salary Cash and Deferred Compensation Study.*
 - 4.1. Survey and provide a comparative report on:
 - 4.1.1. Bonus compensation

- 4.1.2. Car allowance
 - 4.1.3. Longevity pay at 10 years of service
 - 4.1.4. Premium pay,
 - 4.1.5. Cash out of vacation and sick leave while still employed and at the time of separation,
 - 4.1.6. Deferred compensation beyond social security replacement (401 types of plans in which the employer makes an extra contribution as part of a total compensation package).
5. *Employer Contributions toward Health Insurance Study.*
- 5.1. Survey and provide a comparative report on:
 - 5.1.1. Employer contributions toward premiums for the most commonly selected medical plan for:
 - 5.1.1.1. Employees
 - 5.1.1.2. Spouse/domestic partner
 - 5.1.1.3. 1 child
 - 5.1.1.4. 2 or more children
 - 5.1.2. Employer contributions toward health savings and retirement accounts for:
 - 5.1.2.1. Employees
 - 5.1.2.2. Spouse/domestic partner
 - 5.1.2.3. 1 child
 - 5.1.2.4. 2 or more children

RFP Evaluation Components/Criteria

Submittal Requirements

One unbound original and 3 CDs of the RFP shall be submitted to the City of Shoreline, City Clerk's Office – RFP # 7808, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is No Later Than 4:00 p.m. November 17, 2014 Exactly Pacific Local Time. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of RFP. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means. Questions related to this solicitation may be directed to Purchasing@shorelinewa.gov, fax number 206-801-2787. *Questions via phone will not be accepted.*

All questions and answers will be formalized and issued as an addendum to this RFP. All addendums are posted on the Builder's Exchange of Washington and the City of Shoreline's website:

http://www.bxwa.com/bxwa_toc/private/2626/toc.html
<http://shorelinewa.gov/government/departments/administrative-services/bids-rfps>

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than 30 pages. The one original shall be unbound and the 3 CD copies shall be in pdf format. The following format and content shall be adhered to by each individual and/or firm and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the respondent team. Indicate the address and

telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the Project will be managed (**Page limit: 2 pages**).

B. Approach:

1. Methodology(ies): This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
2. Work Plan and Project Schedule: Describe the sequential tasks to be used to accomplish this Project. Indicate all key deliverables and their contents. Provide a schedule for completing each task in the Scope of Work. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
3. Project Organization and Staffing: Describe the approach and methods for managing the Project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
4. Include resumes of each member of the project team (resumes do not count towards the page count). List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
5. Cost: Identify the total fixed cost for completing the full scope of work. If the total fixed cost exceeds the estimated budget range of \$35,000 - \$50,000, then identify the fixed cost for each element in the scope of work in the following format:

Scope of Work #	Cost
1. Project Initiation	
2. Communication and Engagement Strategy	
3. Compensation and Classification Study	
4. Non-salary Cash and Deferred Compensation Study	
5. Employer Contributions toward Health Insurance Study	

Provide the billing rationale for the Project (**Page Limit: 15 pages**).

- C. Related Experience:** Describe recent (within the last 5 years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least five references must be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed (**Page Limit: 2 pages**).

- D. Statement of Experience:** The respondent is required to provide evidence of experiential and technical competency in:

- Conducting and using compensation surveys,
- Salary range development,
- Job analysis,
- Job evaluation methodology, and
- Organizational communication and engagement strategies.

The experience listed must be that which was performed by the respondent's staff and/or team's staff that will be assigned to this Project. The City will be focusing on the experience

of the Lead Respondent/Project Manager who will be assigned to this Project. Specify the percentage of the Project that the Lead Respondent/Project Manager would be allocated to this Project. The RFP shall also identify other projects the proposed Lead Respondent/Project Manager will be committed to during the same timeline (**Page Limit: 5 pages**).

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Statement of Experience	Maximum 20 Points
Methodology and Work Plan	Maximum 20 Points
Related Project Experience	Maximum 15 Points
Communication and Engagement Strategy	Maximum 15 Points
Cost	Maximum 30 Points
Maximum Points	Maximum Points 100

The proposals will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual or firm that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm or individual.

Any firm or individual failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms or individuals eliminated from further consideration will be notified by mail by the City as soon as practical.



Contract No. _____
Brief Description: _____

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and _____, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No

payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Julie Ainsworth-Taylor, Assistant City Attorney

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)