



REQUEST FOR PROPOSALS

For

COMPENSATION AND CLASSIFICATION STUDY

For the Town of Truro, Massachusetts

October 27, 2021



TABLE OF CONTENTS

INTRODUCTION	3
ABOUT TRURO	3
SCOPE OF WORK	3
CONTRACT AND PROPOSAL INFORMATION	4
SUBMISSION REQUIREMENTS	6
INSURANCE AND INDEMNIFICATION	7
QUESTIONS, ADDENDUM, OR PROPOSAL MODIFICATION	7
EVALUATION CRITERIA	8
FORMS	
Tax Compliance Certification	11
Certificate of Corporate Authority	12
Certificate of Non-Collusion	13
SIGNATURE PAGE	14



INTRODUCTION & PROJECT DESCRIPTION

The Truro Town Manager is seeking proposals for professional services to conduct a comprehensive classification and compensation study and analysis. The study shall include a review and update of job descriptions, an examination of the Town's current compensation plan and related components. The study shall be made in accordance with generally accepted compensation methods and in accordance with applicable federal and state laws, including pay equity and the FLSA salary threshold. It is essential that this study be fair and equitable to all employees. It should recognize prevailing rates of competitors in the labor market and adjust to changing conditions. A methodology must be present which accurately and fairly measures compensable job factors and allows proper and equitable cross comparisons of compensable factors for classes. Finally, the methodology should be easily interpreted and understood by both employees and community stakeholders.

ABOUT THE TOWN OF TRURO

It has been over seven years since Truro has conducted any compensation and classification studies; the deliverables and recommendations of which were only partially implemented. The study will encompass Town employees, inclusive of the School employees. The Town has approximately 100 positions to be assessed in this study, in full time, part time, per diem and seasonal positions. These positions are organized into four unions: Truro Police Federation (approximately 9 titles), Truro Permanent Firefighters (approximately 4 titles), Laborers International Union of North America (approximately 17 titles), American Federation of State, County & Municipal Employees (approximately 13 titles); one non-union Personnel Bylaw group (approximately 47 titles); employees with individual contracts (5 titles); and paid elected positions (2 titles). The School has approximately 30 employees to be assessed in this study, in full-time, part-time, and per diem positions. These positions are organized into two unions: American Federation of State, County & Municipal Employees (approximately 5 titles) and the Truro Educational Association (approximately 20 titles); and five non-union positions (approximately 5 titles). The study will include all of the above employees/positions. The study should also include compensation analysis of paid elected special municipal employees including the Select Board and Town Moderator positions.

SCOPE OF WORK

In meeting the requirements outlined in the Project Description, the consultant shall:

1. Meet with the Town Manager, Assistant Town Manager, School Superintendent and Employees as frequently and for such time as may be necessary to carry out his or her work;
2. Review and assess all current job descriptions, confirm and recommend changes to job descriptions. This should include interviews/contact with current staff in positions.



3. Review and assess all current job classifications, confirm and recommend changes to hierarchical order of jobs using an evaluation system and make recommendations.
4. Identify any positions that currently have capacity to take on additional responsibilities and recommend job description changes and resulting classification modifications for potential adoption.
5. Establish benchmarks and conduct salary and staffing level survey. Results should include FTE counts of other municipalities surveyed.
6. Prepare a comparative analysis that identifies the Town of Truro's competitive position in the local labor market and provide recommendations for future classification plans.
7. Prepare any recommendations for compensation rules and policies to maintain competitiveness, reward employees, and ensure equity; including number of 'steps' within salary scales, percent of increase, and frequency of step increases.
8. The above work will include a pay equity and FSLA salary threshold audit.
9. Prepare a fiscal impact analysis of the study's implementation.

Timeline

The successful Consultant must be ready to commence project work within 14 calendar days of the executed contract. Any deviation from this schedule must be clearly stated in the proposer's response to the proposal and any delay to start should be negotiated between the parties. "Commence work" shall be defined as holding a project kick-off meeting with the Town Manager and other key staff/ officials.

The comprehensive analysis and recommendations regarding compensation and associated rules and policies must be completed by February 15, 2022. All other work is expected to be completed by February 28, 2022.

CONTRACT AND PROPOSAL INFORMATION

Proposal Preparation

The Prospective Consultant must follow the instructions contained in this document in preparing and submitting their response to the RFP.

Economy of Preparation

Proposals should be prepared simply, providing a straightforward description of the Prospective Consultant's ability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

Cost Liability

The Town of Truro assumes no responsibility and no liability for costs incurred by the Prospective Consultant in preparation of the RFP and participation in the selection process prior to issuance of a contract. All travel costs, printing costs and related project expenses will be included in the lump sum price proposal. The successful proposer will indemnify the Town of Truro at the time of contract execution against any and all



losses and damages by providing liability insurance in the amount of one million dollars (\$1,000,000) and by providing evidence of Worker's Compensation Insurance as required by law.

Revisions to the Request for Proposal

If the RFP is revised, the revisions will be provided to all Prospective Consultants to whom the Town has mailed or distributed electronically copies of the RFP. The Town of Truro shall bear no responsibility or liability if copies of the RFP or any revisions are lost in the mail or misdelivered due to unforeseen circumstances.

Response Date and Address

Responses must be submitted in two separate sealed envelopes labeled marked respectively "Classification & Compensation Study: Technical Proposal" and "Classification & Compensation Study: Cost Proposal." Proposals must be received no later than 11:00AM on December 3, 2021.

Proposals must be addressed and delivered to:

Town of Truro
P.O. Box 2030
24 Town Hall Road
Truro, MA 02666
Darrin Tangeman, Town Manager

Proposals submitted after this time will be disqualified from consideration. The Town assumes no responsibility for late submissions due to mail, courier or delivery problems of any kind.

Number and Distribution of Proposals

The Prospective Consultant must submit a complete response to the RFP. One (1) original and five (5) copies as well as a PDF of the technical proposal must be submitted. The Prospective Consultant shall make no other distribution of the proposals. The proposals shall consist of both separate and sealed price and technical (non-price) information. Proposals shall provide all the information required in this RFP and the attached proposal forms, and may include additional information, such as narrative summaries, business brochures, letters of recommendation, etc.

Successful Consultant Responsibilities

The successful Consultant will be required to assume sole responsibility for delivering the services requested by this RFP. Subcontracting will not be permitted for the services required by this RFP.

Assignment

The successful Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract or its rights, title, or interest therein or its power to execute such contract to any other person, company, or corporation without prior written consent and approval by the Town of Truro.



Ownership of Material

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the Town of Truro pursuant to this contract shall remain exclusively with the Town of Truro.

SUBMISSION REQUIREMENTS

Proposals submitted in response to this Request for Proposals must include the following information:

Proposals must be submitted in two separately sealed sections labeled "Classification & Compensation Study: Technical Proposal" and "Classification & Compensation Study: Cost Proposal." The proposed lump sum fee for services shall be submitted in a separate, sealed and clearly labeled envelope labeled "Classification & Compensation Study: Cost Proposal." All remaining information shall be submitted in a separate, sealed and clearly labeled envelope labeled "Classification & Compensation Study: Technical Proposal." The Technical Proposal shall include all remaining required submittal items outlined in this Request for Proposals.

The Consultant must provide this information in approximately the following order so that the proposal evaluation and selection process proceeds in an orderly, timely, and equitable manner.

- A. The qualifications of the consultant for performing the Scope of Services. This shall include a detailed description of the consultant's familiarity with the MA General Laws dealing with municipal personnel.
- B. Responses to this RFP should contain a detailed description of the market survey method(s) to be utilized.
- C. The consultant's address, the name and resume of the project lead, a telephone and email address at which the contact person may be reached during business hours. The resume shall identify similar projects for which the project leader served in a similar capacity, including the name, telephone and email address of a reference for each such project.
- D. A list of six (6) municipal projects of similar nature performed by the consultant within the past 5 years.
- E. A description of the municipal projects previously completed by the consultant, the name, email and telephone numbers of persons who can be contacted concerning this work.
- F. A plan of services for completion of the project including, but not limited to, a description of the consultant's internal operations, its management systems, a list of personnel with an organization chart, and the names and qualifications of personnel who will be assigned to the project. The plan of services shall include a description of the manner in which the consultant will fulfill the project, and a schedule for completion of the Scope of Work with detailed timelines. The consultant shall commit to beginning the work on the project as outlined in the Scope of Work.
- G. A signed non-collusion certificate and tax compliance certificate. If the proposer is a corporation, a certificate of vote must also be submitted (forms attached).
- H. The cost for services required under this Request for Proposal. The consultant shall submit a lump sum cost for all services required.



ALL INFORMATION RELATED TO THE COST OF SERVICES MUST BE SUMMITTED IN A SEPARATELY SEALED ENVELOPE CLEARLY MARKED "CLASSIFICATION & COMPENSATION STUDY: COST PROPOSAL" WHICH SHALL BE INCLUDED IN THE CONSULTANT'S PROPOSAL. NO REFERENCE TO THE COST OF THE SERVICES SHALL BE CONTAINED IN THE TECHNICAL PORTION OF THE CONSULTANT'S PROPOSAL.

INSURANCE AND INDEMNIFICATION

The selected firm shall obtain and maintain at its own expense, general liability and motor vehicle liability insurance policies protecting the Town of Truro in connection with any operations included in the contract, and shall have the Town of Truro listed as additionally insured on the policies. General coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. Workers' compensation insurance, in accordance with the requirements of Massachusetts law, will also be required, if applicable.

Indemnification

The successful applicant shall agree to indemnify and hold harmless the Town of Truro and its officers, boards and employees, and the Select Board, from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the project manager services performed.

Submissions must be signed as follows:

If the proposer is an individual, by her/him personally.

If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.

If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and corporate seal affixed.

The Truro Town Manager, as the awarding authority, reserves the right to reject all submissions and not award if it shall be deemed in the best interests of the Town of Truro to do so.

QUESTIONS, ADDENDUM, OR MODIFICATIONS

Questions concerning this RFP must be submitted in writing via email only to the Town Manager/ Chief Procurement Officer using the subject line "Questions- Request for Proposals- Classification and Compensation Study" through Nicole Tudor (ntudor@truro-ma.gov) or Noelle Scoullar (nscoullar@truro-ma.gov) by November 22, 2021 at 2 p.m. Questions may be emailed only. Written responses will be emailed to all applicants on record as having received the REQUEST FOR PROPOSALS.



If any changes are made to the REQUEST FOR PROPOSALS, an addendum will be issued. Addenda will be emailed to all applicants on record as having received the REQUEST FOR PROPOSALS.

All proposals submitted in response to this REQUEST FOR PROPOSALS shall remain firm for ninety (90) days following the proposal opening. It is the Town's intent to award the contract within 30 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Town Manager and the highest ranked applicant, on the basis of the selection criteria stated below.

After the opening of proposals, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Truro or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

The contract and its award process resulting from this REQUEST FOR PROPOSALS is subject to the Uniform Procurement Act pursuant to M.G.L. c. 30B. The contract and award will be made at the Town's discretion. If it becomes necessary to revise any part of this REQUEST FOR PROPOSALS or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original RFP. Award of a contract resulting from this REQUEST FOR PROPOSALS shall be in strict accordance with the requirements of this document.

The Town of Truro reserves the right to cancel this RFP, or to reject all proposals, should such action be in the best interest of the Town.

The RFP process was determined by the Chief Procurement Officer to be the more advantageous procurement process as it will enable the Town to provide higher ratings to consultants whose key project personnel have extensive experience providing similar services to other cities and towns and who have the ability to meet the timeline requirements of the Town.

EVALUATION CRITERIA

All submissions will be evaluated based upon two sets of criteria - minimum and comparative.

Minimum Evaluation Criteria - Each submission shall meet all of the following criteria to be considered further:

1. Consultants—either the firm or the principals of the project team shall have a minimum of five years of experience.
2. Consultants shall have experience doing comparable work for at least six municipalities within the past 5 years.
3. Consultants will be able to start work on the project within fourteen calendar days of the award of the contract, and be able to work continuously to complete the project at the earliest possible date consistent with professional performance and no later than the dates defined in the Scope of Work.



Comparative Evaluation Criteria - The following ratings will be used to measure the relative merits of each submission that meets the minimum evaluation criteria established above:

Highly Advantageous - Submission excels on a specific criterion.

Advantageous - Submission fully meets the specified evaluation standard.

Not Advantageous - Submission does not fully meet the evaluation standard, is unclear and/or incomplete.

Unacceptable - Submission does not meet the specified evaluation standard.

The criteria that will be used for comparative purposes are:

1. Number of municipal clients: A greater number of such clients and clients similar to the Town of Truro in population, size, location, and/or other identifying characteristics, will make the submission more advantageous.
2. Quality of references: Favorable references from recent clients with relevance to this search will make the submission more advantageous.
3. Interpersonal skill: All applicants who meet the minimum evaluation criteria will be interviewed to evaluate the interpersonal and presentation skills of the team of consultants who expect to work with the Town.
4. Quality of reports: Please provide samples of reports that have been provided to other municipal clients. Applicants will be evaluated based upon the quality of these reports, the clarity of style, technical content, and reporting techniques used.
5. Quality of Consultant's response to the RFP: Applicants will be evaluated on the clarity, organization and ability to present information effectively.
6. Work plan and tentative timetable for execution of the work required by Scope of Work.
7. Plan for conducting the project: Applicants will be evaluated on their understanding of the project needs, the clarity and completeness of the plan to address the Scope of Work, adequate availability of staffing available for this project.
8. Timeliness of past performance.

The Town reserves the right to waive minor informalities or to allow the applicant to correct them.

Evaluation of Submission

Submission shall be evaluated based on responsiveness to the criteria, and terms and conditions contained in the RFP and its attachments. Any submission not meeting the Minimum Evaluation Criteria of this RFP will be disqualified without further evaluation. The Town Manager may determine that the Consultant's inability to meet the Minimum Evaluation Criteria is due to minor informalities, which are defined as minor deviations, insignificant mistakes, and matters of form rather than substance, and can be clarified, as provided above. In such cases, the Town Manager may allow the Consultant to make minor corrections, except to cost items, and may apply the change in the evaluation.



Interviews

A Selection Group, led by the Town Manager, plans to interview selected submitters meeting minimum qualifications approximately one to two weeks after the submission deadline for Request for Proposals.

Rule for Award

The Town of Truro will select a Consultant offering the most advantageous proposal, taking into consideration all evaluation criteria and proposal prices.

The Town of Truro will award the contract to the responsive and responsible consultant/firm that best meets the Town's needs, taking into account qualifications, submittal quality, evaluation criteria and references.

Execution of Agreement

Upon the acceptance of a Consultant's submission, the Town will prepare and submit an Agreement to the successful Consultant for signing. Incorporated by reference into the Agreement that is to be entered into by the Town and the successful Consultant pursuant to this REQUEST FOR PROPOSALS will be (a) all of the information presented in or with this REQUEST FOR PROPOSALS and the Consultant's response thereto, and (b) all written communications between the Town and the successful Consultant whose submission is accepted.



TOWN OF TRURO

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)



TOWN OF TRURO

CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the Board of Directors of the below named firm as an authorized representative.

(Date)

(Signature of individual submitting proposal or proposal)

(Printed name and title of person signing proposal or proposal)

(Name of business)

(Business address)

(Business phone number)

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION



TOWN OF TRURO

NON-COLLUSION STATEMENT

CONTRACTOR'S CERTIFICATION IN QUOTE PROPOSAL TO BE ATTACHED TO CONTRACT

Any person submitting a Proposal or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Proposal or Proposal, as follows:

"The undersigned certifies under penalties of perjury that this Proposal or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals."

(Date)

(Signature of person signing proposal or proposal)

(Printed name of person signing proposal or proposal)

(Title)

(Name of business)

(Business address)

(Business phone number)

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION



SIGNATURE PAGE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift, contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full-time employee of the applicant has been retained or hired to solicit for, or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with
Massachusetts G.L. C.7, S.38E that all information provided in this application for services is correct.

Firm

Signee (written)

Signee (typed/printed)

Title

Date

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION