



**NOTICE OF Request for Proposal (RFP) for
Compensation Salary Study and Operational Assessment
for Town of Surf City, NC**

Date: June 3, 2021

To: All Prospective Bidders

From: Lydia King, Human Resource Generalist

Subject: Request for Proposals (RFP) for Compensation Study

Due date for proposal: July 7

Timeline for completion: 2-3 months after contract award

The Town of Surf City is seeking proposals from qualified firms to provide compensation study services to the Town. This study is to also include an operational assessment for town departments.

Proposals are due by 4:00 P.M. on July 7, 2021. One hard copy and one digital copy of the proposal are required and should be submitted in a sealed envelope or package via mail to:

Lydia King
Human Resources
Town of Surf City
Delivery via USPS:
P O Box 2475
Surf City, NC 28445

Delivery via FedEx/UPS
214 W. Florence Way
Hampstead, NC 28443

Questions concerning this Request for Proposal must be submitted in writing no later than 5:00 pm on June 30, 2021, to Lydia King via email at hr@surfcitync.gov.

Lydia King
910-328-4131 ext. 105
hr@surfcitync.gov

The Town of Surf City reserves the right to reject any and all proposals for any reason or no reason and to accept the proposal most favorable to the Town of Surf City.

PUBLISHED: Town of Surf City: www.surfcitync.gov

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The Town of Surf City invites qualified personnel management consultants to submit proposals to:

1. Evaluate the effectiveness and efficiency of the job responsibilities of the various town departments to determine how the departmental processes may be improved
2. Discussions with the manager, department heads, key staff members, on the department's primary goals and responsibilities.
3. Evaluate how departments are meeting the desired goals and responsibilities, recommend areas of improvement
4. Evaluate the existing pay grade/step classification plan,
5. Evaluate market rate of comparable salaries in the following departments/functions: Administration, Community Development, Emergency Management, Human Resources, Information Technology, Parks, Recreation and Tourism, Fire, Police, and Finance Departments
6. Determine whether departments have overlapping responsibilities and recommend strategies to negate overlap.
7. Evaluate existing staffing, organizational structure to determine current and future staffing needs of each department
8. Review specific identified job descriptions and place them in the pay plan at the appropriate level
9. Propose career progression goals, for Administration, Community Development, Emergency Management, Human Resources, Information Technology, Parks, Recreation and Tourism, and Finance Departments
10. Minimum five-year staffing plan.
11. Provide recommendations for a Pay Policy and;
12. Prepare one or more pay plan option schedules

OBJECTIVES

- Study and evaluate all full-time positions within the Town for purposes of determining the proper classification and salary for each employee.
- Conduct a comprehensive salary study of appropriate public and private sector organizations to determine that the Town's salaries, appropriate number of staff per department, and wages are competitive within the appropriate job market.
- Identify those classes of positions that are exempt and non-exempt in compliance with the Fair Labor Standards Act.



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- Review the effectiveness of the Town’s overall compensation system including compression issues and identify solutions.
- Review the salary structure and pay plan to ensure it can support recruitment and retention of employees more effectively.
- Review accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, “on call” requirements and supervisory requirements.
- Provide analysis of existing internal hierarchy and internal career ladders where appropriate and clearly outline job progression opportunities and provide recognizable compensation growth.
- Develop and present final recommendations and implementation plan including impact of implementing recommended adjustments to current salaries both immediately and in the future.
- Make recommendations to the Town staff about any changes to pay plan, strategies, policies, best practices, and other compensation related items in order to maintain a competitive place in the labor market.
- Assist the Town’s human resource staff to enable ease of maintaining the compensation classification system.

BACKGROUND

The Town of Surf City is a diverse coastal community in Eastern North Carolina bordering the Atlantic Ocean. It is organized under Town Council-Town Manager form of government. The Town currently employs approximately 93 full-time employees, 5 permanent part-time employees, 18 part-time Fire, 29 Incentive Firefighters and 20 seasonal employees located within the following departments: Administration, Community Development, Facilities & Grounds, Police, Human Resources, Emergency Management, Information Technology, Parks, Recreation and Tourism, Fire, Public Utilities. The Town Council has delegated to the Town Manager the sole authority for the administration of the personnel system as set forth in the Town’s Personnel Handbook (Article II, Section 2).



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PROPOSAL REQUIREMENTS

Proposals must contain the following information and limited to no more than 25 pages total:

1. Title page with consultant's contact information.
2. Qualification Statement and general information of the firm.
3. Consultants understanding of the project.
4. Detailed narrative description of approach and methodology the consultant will use in identifying and evaluating information. Describe the process and submit any instruments used, or proposed for use, in this study.
5. An estimate of time required to complete the project and a proposed timeline to include estimation of time on each phase of the project through completion.
6. Projection of scope of involvement or support needed from Human Resources staff and for what phases of the project.
7. A breakdown of the firm's rates, fees, and charges for services, by phase and for the total project and a proposed payment schedule.
8. List of Consultant's staff that will be assigned to the project.

References

1. Please provide a list of three references of similar organizations for which you have performed similar services within the last three (3) years that are able to comment on your organization's relevant experience.
2. Please include company name, contact name, and telephone number, size of company's workforce, what services you provided, and the time period when you worked for the client. It is your responsibility to provide valid reference information, and Town of Surf City reserves the right to use reference checks in its evaluation of proposals

EVALUATION OF PROPOSALS

Responses to this RFP will be evaluated based on each firm's:

1. Experience with community/organization of a similar size
2. Understanding the scope of the work
3. Strategy for providing required services
4. Demonstrated ability of key personnel
5. Cost competitiveness



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INSURANCE

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non- owned vehicles and employee non-ownership.

Special Requirements:

The Town of Surf City is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Surf City thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Surf City. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Surf City from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.



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PROHIBITED CONTRACT TERMS

In no event shall there be any of the following unless Town's express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law

Attached is a sample of the Small Service Contract that will be used for the awarded bid.



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Sample Contract

**STATE OF NORTH CAROLINA
COUNTY OF PENDER**

**CONTRACT FOR
{DESCRIPTION OF SERVICES TO BE
PROVIDED UNDER THIS CONTRACT}**

This Contract is made and entered into by and between the "Town of Surf City", herein "Town", and "{Contractor's Full Legal Name}", herein "Contractor", for services hereinafter described for the Town of Surf City. This Contract is for {Description of Services to be Provided Under This Contract}.

WITNESSED:

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill, and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Surf City and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.
7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.



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8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.



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17. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth, the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require substantiating a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified

statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.

18. Term: This Contract, unless amended as provided herein, shall be in effect until _____}, 20{_____}.

[SIGNATURES ON FOLLOWING PAGE.]



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This Contract is between the Town of Surf City and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF SURF CITY

TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20_____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

DATE