



## REQUEST FOR PROPOSALS

**Compensation Study**

**Wauwatosa, WI**

**Issued:** Monday, April 3<sup>rd</sup>, 2023

**Proposals Due:** May 1<sup>st</sup>, 2023

**Award of Contract:** May 30<sup>th</sup>, 2023



### **Issued By:**

City of Wauwatosa  
Laurel Schleimer  
7725 W. North Ave  
Wauwatosa, Wisconsin 53213  
Phone: 414.479.8958

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# GENERAL INFORMATION

## Purpose

The City of Wauwatosa, Wisconsin is accepting proposals from qualified consultants to conduct a comprehensive classification and compensation study for all non-represented (non-union) employees to include a review of internal equity and market competitiveness.

The goal of the City is to ensure correct classifications, update job titles, review and make recommendations to eliminate gender pay disparities and to implement a compensation strategy utilizing best practices that is in accordance with applicable federal and state laws. The creation of this system should solve the following objectives: attract and retain qualified workers, ensure employees are paid competitively to market, identify gaps in our compensation practices, provide a transparent and fiscally responsible compensation plan, and enable the City to easily maintain a competitive position with other comparable municipalities and companies in the private sector in Wisconsin, specifically the Southeastern geographical area.

## About the Community

Wauwatosa is a 13 square mile first inner ring suburb located immediately west of Milwaukee in Milwaukee County. The City borders the City of Milwaukee on its east and north and shares a southern boundary with Milwaukee and the City of West Allis. The western boundary abuts the Village of Elm Grove and City of Brookfield, and the Village of Butler in Waukesha County. According to the 2020 census, the City's population was 48,387, however the daytime population more than doubles with over 50,000 people working in Wauwatosa who live elsewhere. This increased daytime population impacts service levels within City departments. Wauwatosa is a landlocked community that continues to experience growth via redevelopment projects and is home to quality housing stock, a unique mix of shopping and dining opportunities including the shops and restaurants on North Avenue and in "The Village", and over 180 stores and restaurants at the State's largest regional shopping center, Mayfair Mall. Major employment areas include the Milwaukee Regional Medical Center, the Milwaukee Research Park, and UWM Innovation Campus. The City is also home to many outdoor recreation areas including Hart Park, County Grounds Park, Hoyt Park, and numerous parkways.

The City provides full-city services including Library, Public Safety (Police, Fire, EMS), Engineering, Public Works, in-house Assessor Department, Water utilities, Building Inspections, Community Development, Parks, Public Health and Administration. The City's operating budget is approximately \$73 million.

## The City as an Employer

The City employs approximately 468 employees, represented by the following categories):

- 411 full-time employees

- 57 part-time employees
- 28 sworn non-represented employees
- 176 represented public safety employees
- 292 non-represented employees
- Robust seasonal and intern employment

## Current Compensation Plan

The current compensation plan was adopted in 2013 and is based on a two-part system starting with steps and ending with a performance based open range. Since adopting this plan, the job market and employment demographics have shifted significantly. As a result, we need to evaluate our current compensation practices and develop strategies to align them with the demands and expectations of our workforce in light of broader market and industry benchmarks. Some of the particular compensation needs to be addressed are:

- Competitive pay for all positions
- Compensation driving recruitment and retention for technical, labor and construction positions
- Compression between public safety union compensation and public safety supervisory compensation
- A structure that balances budgetary fiscal pressure with recruitment and retention competitiveness
- A plan structure that is conducive to rewarding top performing employees
- A structure that is appropriate for the generational differences in employee tenure within the organization

Existing compensation plan ordinance found on the City's site:

[http://wauwatosacitywi.iqm2.com/Citizens/Detail\\_LegiFile.aspx?ID=1735&highlightTerms=compensation%20plan](http://wauwatosacitywi.iqm2.com/Citizens/Detail_LegiFile.aspx?ID=1735&highlightTerms=compensation%20plan)

### Other documents Attached

- A. Current Position and Grade Listing:
- B. Current (2023) Salary Tables:

## SCOPE OF WORK

**The proposed scope of work for this project consists of the items outlined below. This represents minimum requirements for how to approach this project, and the City welcomes consultant's ideas that may go beyond or otherwise vary from what it outlined in this request for proposal.**

The study shall evaluate the City's present salary and benefit structure as compared to the specific job market for comparable positions in the private and public sectors. The consultant firm/agency shall perform or provide the following:

1. Conduct virtual or in-person project information sessions with employees to explain scope and methodology of the study. Conduct interviews with employees and management, as appropriate

and required. Conduct progress review meetings with the Deputy City Administrator and HR Director, and the Common Council at determined intervals.

2. Attend one Committee of the Whole meeting (in-person) to present on compensation strategy, theory and best practices for plan design and to obtain input from the political body. Attend one Government Affairs Committee Meeting (in-person) to present the finalized plan recommendation. Attend one Common Council meeting (virtually) for adoption of the plan. Meetings are conducted on Tuesday evenings.
3. Conduct job description questionnaires (JDQ's) and/or review existing job descriptions to ensure the City has current job descriptions for all positions. Ensure job descriptions are in full compliance with all federal, state, and local statutes and regulations, including FLSA, Equal Pay Act, EEOC, and the Americans with Disabilities Act (ADA). Recommend changes to job title and job descriptions, as necessary.
4. Identify appropriate benchmarking standards and conduct salary surveys for all positions with comparable municipalities, institutions of higher education, and applicable private sector competitors within the Wisconsin/Southeastern Wisconsin/Metro Milwaukee geographical area. Provide recommendations for niche positions that the City may recruit for outside of the Southeastern Wisconsin area.
5. Review existing compensation and classification structure and policies to determine what revisions are suggested, necessary, or required. Assist the City in the development of a total compensation strategy that meets the needs of the City in fairness, internal equity, and market competitiveness.
6. Prepare a final report for review with City leadership and present to the Government Affairs Committee and City Council for approval.
7. Provide implementation support.

## CITY RESOURCES

The consultant will coordinate work with the Human Resources Department. The HR Director will oversee the direction and quality of work of the selected consultant.

The City of Wauwatosa will provide the successful consultant with copies of existing job descriptions for all position titles; copies of current job classifications by title; copies of the current wage grades and salary schedules; copies of the City of Wauwatosa organizational chart; copies of current benefit plan documents; copies of the Employee Handbook; and any other available in-house information that may be required to complete the analysis.

# SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. Proposals should not exceed twenty (20) pages in length. Resumes, licenses, references, and work examples will not count against this page limit. The proposal should be in the order below:

## Section One: Introductory Letter

All proposals shall be accompanied by a transmittal letter addressed to Laurel Schleimer, Purchasing Manager, signed by an officer authorized to commit firm resources. The letter shall include the following:

- A. The name of the proposing firm, the primary contact, mailing and physical address, telephone number and email address.
- B. Identification of any subcontractors assisting in the project.
- C. Certification that (1) all information submitted in the proposal is true and correct, (2) the person signing the proposal has the full authority to do so on behalf of the firm, (3) the fees proposed have not been knowingly disclosed, directly or indirectly, to any other firm responding to this RFP, and (4) no attempt has been made by the proposing firm to induce any other company to submit or not submit a response to this RFP for the purpose of restricting competition.

## Section Two: Experience and Qualifications

All proposals shall include a brief discussion of the proposing firm, its history, and its general approach to developing municipal compensation strategies that demonstrates the proper understanding of the needs of the City of Wauwatosa and the proposer's ability to address them.

## Section Three: Approach and Methodology

All proposals shall include a detailed description of the services and methods by which the work set forth in the RFP will be performed. The description shall include the consultant firm/agency's understanding of the services to be performed, methodology to be used in benchmarking and determining salary/grade ranges, an estimated project completion date, timeline and key milestones.

## Section Four: References

All proposals shall include a minimum of three municipal client references. References should include the client name, population size of the municipality (daytime and evening if possible), contact person, mailing address, telephone number, and email address.

## Section Five: Fee Proposal

All proposals shall include a detailed explanation of the fees and costs to be charged to the City for the services described in this RFP. This should include the total not-to-exceed cost as well as an itemized breakdown of the cost associated with major or important components, as determined by the consultant firm/agency. Each major or important component should detail the estimated length of time necessary to complete and feasibility to finish by August/September 2023.

## Section Six: Additional Services

Please identify any “special” services the proposing consultant firm/agency can provide and whether such services would be subject to additional costs to the City.

## APPLICATION REVIEW & SELECTION

Proposals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience, breadth and depth of services contemplated to be provided as described in the section entitled Scope of Services. The consultant firm/agency will be selected based on qualifications and demonstrated competence, professional qualifications necessary for the satisfactory performance of the services required, and the agreement may not necessarily be awarded to the lowest responsible proposer. When selecting the consultant firm/agency, the skill and ability of the entity or person performing the services is a key component of the selection criteria. The following criteria will be considered in the application review process:

- A. Proposed methodology including project approach and creativity
- B. Qualifications of the proposed team members
- C. Ability to work effectively with management, council, and staff
- D. Cost and availability of services and feasibility of implementation into the budget
- E. Project completion timeline
- F. The overall professionalism and quality of the response and conformance with RFP requirements for content and clear understanding of City of Wauwatosa needs
- G. References

The Deputy City Administrator, Finance Director, HR Director, and other designated individuals will review submitted proposals, and a group of proposals may be elevated for additional review. Additional review may include one or more interviews, in person or by phone. A reference check will be conducted with the finalist(s).

The City reserves the right to evaluate other service providers based on its needs, the level of cooperation displayed by proposers, including in the negotiation of contract terms, at any time and without notice. Ultimate acceptance or rejection of the recommended proposal and execution of a contract agreement is the independent sole legal prerogative of the City.



## NOTIFICATION

All consultant firms/agencies will be notified of the decision of award within ten (10) business days of the action. The City reserves the right to reject any and all proposals and to waive informalities and irregularities.

## AWARD OF CONTRACT

Upon confirmation, the successful consultant firm/agency will be required to enter into a contractual agreement with the City of Wauwatosa.

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and the successful consultant firm/agency be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another consultant firm/agency or reject all the proposals. Upon completion of negotiations agreeable to the City and the successful consultant firm/agency, a contract shall be executed.

## SPECIAL REQUIREMENTS

### Representations

Proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, proposer represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that proposer has conducted such additional investigation as it deems necessary and convenient, that proposer can provide the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that proposer has reviewed and inspected all materials submitted in response to this RFP. Once the consultant firm/agency has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for proposer to request additional compensation.

### Non-Discrimination

By submitting a proposal, the proposer represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, gender identity or gender expression, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

### Conditions of Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to waive any minor irregularities or informalities contained within this RFP, and/or reject any or all proposals received as a result of this request; negotiate with any qualified source or to cancel the RFP in part or whole. The City of Wauwatosa reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interest of the City.

## Non-Liability

By participating in the RFP process, each respondent agrees to hold the City and its and their officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP.

## No Conflict of Interest

Selected consultant firm/agency shall not employ any City employee or City official in the work performed pursuant to this RFP. No officer or employee of the City shall have any financial interest in the proposed RFP.

# INSURANCE REQUIREMENTS & RESPONSIBILITIES

The **selected** Consultant shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required.

A. Worker's Compensation Insurance: Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Consultant.

B. Comprehensive General Liability and Property Damage Insurance: Coverage to include premises and operations subject to the following limits:

Bodily Injury.....	\$ 1,000,000 per occurrence \$ 1,000,000 aggregate
Property Damage...	\$ 500,000 per occurrence \$ 500,000 aggregate

C. Comprehensive Automobile Liability and Property Damage:  
Operators of owner, hired and non-owned motor vehicles.

Bodily Injury .....	\$ 500,000 per person \$ 1,000,000 per occurrence
Property Damage....	\$ 500,000 per occurrence
Umbrella....	\$ 5,000,000 each occurrence

- D. Professional Liability Insurance appropriate to the Consultant's profession, with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Coverage must continue for two (2) years after final acceptance of service/work/job.

NOTE: The required limits of liability may be obtained with primary liability policies or in combination with an umbrella excess third party liability policy.

The Consultant shall also provide within such policy of insurance, general liability coverage to indemnify, defend, and hold harmless the City or any of its officers or employees by reason of damage or injury to the property or person of anyone other than the City, arising or resulting in whole or in part from all negligence, wrongful act or wrongful omission of the consultant, its agent or employees.

The policy shall be endorsed to include Notice of Cancellation Endorsement Form IL-7002 10-90 or equivalent endorsement language which is approved by the City Attorney. This endorsement shall be specifically reflected on the Certificate of Insurance form and a copy of said endorsement shall be provided to the City when available.

## INDEMNIFICATION

To the fullest extent allowable by law, the Firm hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Firm or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Firm's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Firm, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or anyone under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any

indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Firm shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Firm's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

## SUBMITTAL REVIEW PROCESS

The process of selecting a consultant requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made.

The City of Wauwatosa reserves the right to accept or reject any or all proposals of portions thereof without stated cause.

The City of Wauwatosa reserves the right to re-issue any Request for Proposals.

Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist, the City then reserves the right to attempt to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal or bid. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information.

The City of Wauwatosa is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City.

The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City.

The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

## BUDGET AND TYPE OF CONTRACT

The City will enter into a contract for professional consulting services based on a fixed-price (or lump sum) to the contractor for the specified scope of services. Incremental payments to the consultant will be made at the completion of major tasks with a "not to exceed" contract amount. Ten (10) percent of the contract price will be held as final payment upon delivery of the final products. The exact payment schedule will be negotiated and determined as part of the contract and shall be based on the budget provided with the proposal.

The City of Wauwatosa shall not be liable for any costs incurred by a consultant in responding to this request for proposals or for any costs associated with discussions required for clarification of items related to this proposal.

## PUBLIC INFORMATION

Information supplied by the proposer and chosen consultant to the City of Wauwatosa in subject to the Wisconsin Public Records Law sec. 19.35 Wis. Stats. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City with data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute. The same laws apply to the final plan documents and all information obtained to complete the final plan and the City retains ownership of all documents.

## PROPOSAL AND PROJECT TIME SCHEDULE

Listed below are estimated dates and times of actions related to the project. The dates are subject to change:

April 3, 2023	RFP Release Date
4pm on April 13, 2023:	Submission deadline for written questions
4pm on April 19, 2023:	Responses issued to submitted questions
2pm on May 1, 2023:	Deadline to submit proposals
May 15, 2023 (week of):	Selection interviews, if needed
May 30, 2023:	Confirmation, Contract Award, and Execution
May 31, 2023:	Project Commences
September 2023:	Completion of study and recommended plan

## NOTIFICATION OF AWARD

The City of Wauwatosa plans to select a consultant by approximately May 30, 2023. Should either party fail to execute a contract within 30 days of notification of award, the City reserves the right to rescind the award and select services from another interested firm.

## PROPOSAL DUE DATE AND PROCESS FOR SUBMITTAL

Proposal responses are due no later than 2:00 PM, Tuesday, May 1, 2023. Proposals are to be a single PDF delivered via an email titled "Compensation Study" to Laurie Schleimer, Purchasing Manager. The City's email system **will not accept files larger than 10MB**, so if your proposal exceeds that limit please provide your submission via a digital drop box or FTP of your choosing and provide download instructions in your submission email.

**You will receive an email confirming your submission.**

## LATE PROPOSALS

Proposals received after the deadline will not be considered.

## ISSUING AGENCY AND CONTACT PERSON

This request for proposal (RFP) is being issued by the Purchasing Department of the City of Wauwatosa, Wisconsin. The City is inviting a proposal from your firm for these professional services. The consulting firm selected to do the work will contract with the City, and be responsible directly to the Human Resources Director for the completion of work described in this RFP.

The City will provide available existing documentation, in hard copy and electronic format when available, to the selected consultant and will act as primary contact when obtaining documentation. The HR team will assist the consultant with scheduling and coordinating meetings conducted by the consultant during the course of the project.

## QUESTIONS

All questions should be directed to Laurie Schleimer, Purchasing Manager, via email, [lschleimer@wauwatosa.net](mailto:lschleimer@wauwatosa.net), no later than **4:00 PM, Thursday, April 13<sup>th</sup>, 2023** with the anticipation that responses to questions will be given no later than 4:00 PM, Wednesday, April 19th, 2023. Please include "Compensation Study" in the subject line. Consultants are not permitted to contact individual City Council members or other City staff for clarification of the RFP.

## ATTACHMENTS

### Attachment 1 – City of Wauwatosa – Standard General Terms and Conditions Contract (to be completed by selected consultant)

Selected consultant will be required to sign the City's General Terms and Conditions Document which contains debarment certification language. Minor edits to this form, requested by consultant, may be allowed subject to City of Wauwatosa Attorney review.

### Attachment 2 – Salary Tables

### Attachment 3 – Position Listing