

**CITY OF LAGRANDE**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL/PERSONAL SERVICES**

**RFP NO. HR-21-01**

**SUBMITTAL DEADLINE: 5:00 P.M. January 7, 2022**

CITY OF LA GRANDE  
**REQUEST FOR PROPOSALS PROFESSIONAL/PERSONAL SERVICES**

**RFP NO. HR-21-01**

**NOTICE IS HEREBY GIVEN**, the City of La Grande is requesting sealed proposals from qualified persons to provide ***Class and Compensation Consultant Services*** for assessment, analysis, and recommendations regarding the City's Non-Represented (Management group) pay plan. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Proposals (RFP) packet. A copy of the RFP packet may be downloaded from the City's website at [www.cityoflagrande.org](http://www.cityoflagrande.org).

All proposals must be sealed, clearly marked Class and Compensation Consultant Services Proposal - RFP No. HR-21-01, and received in the City Manager's Office at La Grande City Hall by 5:00 p.m., January 7, 2022. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities, and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

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**Robert Strobe, City Manager**

**Dated this 13<sup>th</sup> day of December 2021**

**Posted on the City's website on this 13<sup>th</sup> day of December 2021**

December 13, 2021

**CITY OF LA GRANDE  
REQUEST FOR PROPOSALS FOR PROFESSIONAL/PERSONAL SERVICES  
RFP NO. HR-21-01**

**GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

**1. GENERAL INFORMATION.** These general requirements and instructions have been written to describe the **Class and Compensation Consultant Services** more particularly described in the Request for Proposals (RFP) Exhibit “C” Description of Services for assessment, analysis, and recommendations regarding the City’s Non-Represented pay plan.

This RFP is intended to provide interested persons (herein referred to as proposers) with sufficient information to prepare and submit proposals for consideration by the City. It is the City’s intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The City reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer’s sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFP, entitled “Public Records.”

This RFP contains and incorporates the following:

Exhibit “A”	Proposal Form
Exhibit “B”	Professional/Personal Services Contract Provisions
Exhibit “C”	Description of Services
Exhibit “D”	Minimum Qualifications
Exhibit “E”	Evaluation Criteria

**2. FORM OF PROPOSAL.** Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFP. Proposers are responsible for responding to all addenda.

**3. POINT OF CONTACT.** The City Manager’s Office is the point of contact in the City for this RFP. With the exception of technical questions regarding the services being requested (See Section 4 below) all correspondence pertaining to this RFP should be directed to Robert Strobe, City Manager, 1000 Adams Ave., La Grande, OR 97850. The City Manager’s Office may be contacted by calling 541-962-1309.

**4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES.** Questions regarding specific technical aspects of the service requested by this RFP or seeking clarification concerning this RFP may be directed to City Manager Robert Strobe by calling 541-962-1309 or Cari Markham, HR Specialist at 541-962-1319. No oral

clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to this RFP, including requests for changes in any of the exhibits to this RFP must be submitted in writing to the City Manager not later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason, therefore. The request shall be marked as a "Request of Change in RFP" and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments, or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

**5. SCHEDULE OF EVENTS.** The following schedule of events shall be followed for this RFP.

Solicitation Starting Date  
(RFP available)  
Solicitation Closing

**December 13, 2021**  
**5:00 p.m., on January 7, 2022**

If the City receives a request for change or protests from a proposer in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum.

**6. ADDENDUM TO THE REQUEST FOR PROPOSALS.** In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest the requirements of this RFP by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

**7. FORMAT OF PROPOSALS.** Proposals must contain the information specified in Section 8 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP Exhibit "A." A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the contract attached hereto as Exhibit "B."

**8. CONTENT OF PROPOSALS.** Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost-effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however, the City has the discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears

inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has the discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

**8.1. Proposals must contain at least the following:**

**8.1.1 Proposal Form.** The proposal form, attached hereto as RFP Exhibit "A" must be fully completed, submitted, and duly executed by the authorized representative of the proposer, and include the following:

- a.** The proposer's business name, address, telephone number, email address, and federal taxpayer identification number;
- b.** The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c.** Name(s) and title(s) of person(s) authorized to submit the proposal and to execute the professional services contract; and
- d.** The fees and charges that proposer will charge for the services rendered based on the format outlined in RFP Exhibit "A".

**8.1.2 Qualifications.** The proposers' statement of qualifications must contain the following:

- a.** A description of the key personnel that will perform the services and their particular qualifications;
- b.** A description of how proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
- c.** Special services the proposer can provide in connection with the services required by this RFP and as described in RFP Exhibit "C" Description of Services; and
- d.** Any experience proposer has had in providing the services required by this RFP to the City or other public entities.

**8.1.3 References.** Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

**8.2 Alternatives.** A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFP.

**9. EXECUTION OF CONTRACT.** The proposer selected by the City to provide the requested services will be expected to deliver proof of all required insurance, and to enter into a written professional/personal services contract in the form attached hereto as RFP Exhibit "B".

***BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFP EXHIBIT "B", AND THAT IF THE PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.***

**10. DELIVERY OF PROPOSALS.** In order to be considered, 3 copies of the sealed proposals must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFP. Proposers who mail proposals should allow extra mail delivery time to ensure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the Solicitation Closing.

**11. SUBMISSION AND WITHDRAWAL OF PROPOSALS.** Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Manager's office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Manager. The City Manager shall obtain the signature of the person making the withdrawal.

***ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.***

**12. OPENING OF PROPOSALS.** Proposals received in response to this RFP will be opened in public by the City Manager or designee, immediately after the Solicitation Closing in the City's administrative offices located at 1000 Adams Ave., La Grande, Oregon. The names and addresses of all proposers will be announced and recorded by the City Manager. No other information will be made available at that time.

**13. MINIMUM QUALIFICATIONS REQUIRED.** Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit "D".

**14. EVALUATION OF PROPOSALS.** The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit "E" and in accordance with the following:

**14.1 Interviews.** The City will request an interview with one or more proposers based on the evaluation of the proposals. During the evaluation process, the City may also request work samples if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

**14.2 Use of Competitive Negotiation.** At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to negotiate with the three proposers who have the highest criteria ratings. The City may increase or decrease this number of proposers if, in the City's opinion, the number of proposals or the quality of the proposals warrants an increase or decrease in the number.

**14.2.1** The matters subject to negotiation shall be limited to the following:

- a. Price, however, the City may not negotiate a contract price less favorable to the City than the minimum acceptable proposal as stated in this RFP or an addendum issued prior to the solicitation closing date;
- b. The manner in which the services are to be performed; and
- c. The personnel to be committed to the City's contract; and
- d. Other terms and provisions that the City would like to change.

**14.2.2** Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-047-0660. At any time during the negotiations, the City may:

- a. terminate negotiations with particular proposers and continue negotiating with remaining proposer(s); or
- b. conclude negotiations and make its award based on its evaluation of the proposals; or
- c. reject all proposals and cancel the solicitation.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract to all proposers. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFP.

**14.3 Evaluation Record.** A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

**15. SELECTION PROCESS AND NOTICE OF AWARD.** The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City's selection. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. The final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

**16. PUBLIC RECORDS.** This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City; provided, however, such records shall not be disclosed until after the Notice of Intent to Award the resulting contract has been issued.

**17. RECORDS REVIEW; CONFIDENTIALITY.** After Notice of Intent to Award, the resulting contract has been issued, all proposals shall be available for public inspection except for those portions of a proposal that the proposer designates in its proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, model, or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential and shall be publicly available regardless of a proposer's designation to the contrary.

**18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.**

**18.1 Purpose.** An adversely affected or aggrieved proposer may seek administrative review of the City's selection of a proposer or contract award decision in accordance with this Section.

**18.3.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

**18.3.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.3.4** The City shall not consider a protest submitted after the time period provided in this RFP.

**18.4 Notice of Intent to Award Contract.** The City will provide written notice to all proposers of the City's intent to award the contract. The City's award shall not be final until the latter of the following:

- a. seven days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that deny the protest and affirm the award.

**18.5 Right to Protest Award.**

**18.5.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

**18.5.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.5.3** A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

**18.5.4** The City shall not consider a protest submitted after the time period provided in this RFP.

**18.6 Authority to Resolve Protests.** The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

**18.7 Decision.** If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest.

**City of La Grande**

**By:** \_\_\_\_\_  
**Robert Strobe, City Manager**

**EXHIBIT "A"**  
**RFP NO. HR-20-01**

**CITY OF LA GRANDE**  
**PROPOSAL FORM**

**Legal Business Name:** \_\_\_\_\_

**Form and State of Organization:** \_\_\_\_\_

**Registered dba, if any:** \_\_\_\_\_

**Main Office Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Representation, Covenant, and Warranty of Undersigned and Proposer**

**By signing this proposal, the undersigned makes the following representations and warranties:**

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

**By causing this proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:**

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, disabled veterans, or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

**PROPOSAL FORM (continued)**

**Qualifications:** In addition to the information requested by Section 8 of this RFP, the proposer should describe its particular capability to perform the services required under this RFP, and its recent, current, and projected workloads.

**Project Approach:** Proposer should propose a project approach, including an estimate of the amount of time that it will need to complete each major task and a preliminary schedule for performing major elements. Describe any subcontractors that the proposer would use as consultants and how the subcontractors would be used. Describe any special resources and equipment.

**Fee Proposal:** Proposer hereby offers to perform the services described in the RFP according to the fee structure described below. The fee structure should include all charges that the proposer will require, including the manner in which the proposer will seek payment for all reports, and costs for administration of the proposer's subcontractors, if any.

\$ \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_



expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

**1.5 Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be delivered to the City prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an “occurrence” form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to doing business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days’ written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR’s coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: *“The City of La Grande, its officers, directors, and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory”*.

**1.5.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000,000, for bodily injury, personal injury, or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR’s breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, the CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired, and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**1.5.3 Professional Liability Insurance.** At all times during the term of this Contract, the CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. Nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit a certificate of Insurance renewals of such coverage to the CITY.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records, and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records, and accounts shall be open to inspection by CITY or its designee during normal business hours and shall remain open to CITY for such inspection for three months following termination of this Contract.

**1.7 Availability.** CONTRACTOR shall be available for meetings, discussions, and program reviews with sufficient notice.

**1.8 Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated, or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state, and local laws, including La Grande Regulations.

## **SECTION 2. CITY AGREES:**

**2.1 Fee.** In consideration for the above-described services, CITY agrees to pay CONTRACTOR an amount not to exceed \_\_\_\_\_.

**2.2 Terms of Payment.** On or about \_\_\_\_\_, CITY shall pay to CONTRACTOR the sum of \_\_\_\_\_ and \_\_\_\_\_ monthly thereafter until the flat fee of \_\_\_\_\_ is paid in full. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

## **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

**3.3 Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents, and employees, from and against any and all claims, damages, losses, and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR's negligent acts, errors, and omissions.

**3.4 Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Circuit Court of Union County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

**3.5 Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, the performance of this Contract, or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.6 Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in the performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon the termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. The CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however, the CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless the CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.7 Termination.** Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

**3.8 Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF LA GRANDE  
City Manager  
1000 Adams Avenue  
La Grande, OR 97850

***Enter Contractor's Name and  
Mailing Address***

**3.9 Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**3.10 Merger.** There are no other undertakings, promises, or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

CITY OF LA GRANDE

***(Insert Contractor's Name)***

\_\_\_\_\_  
Robert Strope, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
***(Name of Person Signing Contract)***  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tax Identification Number

Email: \_\_\_\_\_

\_\_\_\_\_  
Sandra Patterson  
City Recorder

**EXHIBIT “C”  
RFP NO. HR-20-01**

**DESCRIPTION OF SERVICES**

The City of La Grande is seeking to review and update as necessary the current job descriptions and update its pay plan for non-Represented employees. The Non-Represented group includes approximately 23 employees in 6 job classifications, plus the City Manager position (see attached wage scale). The salaries of non-Represented employees and Department Directors reflect an entry level wage and a top wage which at one point in time contemplated annual salary steps of 4% between the start and top of the step. Salaries are regularly adjusted through cost-of-living adjustments. Over time the lack of specific, identified steps between the entry, 4% steps, and top-of-the-scale wages has not been maintained at the 4% spacing. Additionally, the separation between classification ranges varies from 5% to 33% (excluding the City Manager position).

The Human Resources Department is responsible for compensation analysis and ongoing audits of the pay plan. The consultant will review the current job descriptions, update them as needed, and review the compensation structure to determine the need for modifications and ensure external competitiveness and internal equity. The consultant will:

- Review current job descriptions and update as needed.
- Using updated job descriptions, analyze knowledge, ability, education, experience, relevance, and hierarchical consistency.
- Conduct in-person interviews of select staff, if necessary to complete analysis.
- Propose modifications of the current pay structure to create a points factor methodology for comparison of each job classification.
- Recommend additions, deletions, or modifications to existing classifications.
- Make recommendations to FLSA exempt or non-exempt status of positions.
- In conjunction with City staff, identify external comparator jurisdictions to survey for both wages and total compensation.
- Survey comparator jurisdictions for both wages and total compensation.
- Analyze results and develop appropriate pay structures for City taking into account compression and internal equity using a points factor methodology.
- Identify any current compensation inequities and provide recommended corrective action plan and process to remedy.
- Conduct equal pay analyses of recommended pay structures in compliance with the Oregon Equal Pay Act.
- Train City HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.
- Train City HR staff on the methodology used to conduct equal pay analysis.
- Provide written documentation of assessment methodology and equal pay analysis and tools necessary to support City staff for ongoing maintenance and

administration of the classification and compensation structures and future equal pay analyses.

- Provide periodic status reports to City as requested.

**EXHIBIT “D”  
RFP NO. HR-20-01**

**MINIMUM QUALIFICATIONS**

1. Proposer must be licensed pursuant to state law and if awarded a contract pursuant to this RFP.
2. Proposer must not be disqualified by the City, the Department of Administrative Services, or the State Contractor’s Board from working on public contracts.
3. Proposer must demonstrate having provided similar compensation and classification studies for at least two other Oregon public entities within the last ten years.

**Note:**

**FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENTS SET FORTH IN THIS RFP MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND EXCLUDE FURTHER CONSIDERATION OF THE PROPOSAL.**

**EXHIBIT "E"**  
**RFP NO. HR-20-01**

**EVALUATION CRITERIA**

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 14 of the RFP, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFP requirements.  
Yes\_\_\_ No\_\_\_ If No, indicate the manner in which the proposal is non-conforming.  
Non-conforming proposals will not be considered for the award:

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|----|---|-----------------------------|
| 2. | Availability/capability to perform the work   | <b>0 - 40 points</b>        |
| 3. | Understanding of the City's requirements, as shown by its approach to the project's staffing and scheduling needs proposed approach and discussion, and proposed solution of any unusual project conditions or requirements | <b>0 - 30 Points</b>        |
| 4. | Cost  | <b>0 - 30 Points</b>        |
| 5. | Sample work (if requested)  | <b>0 - 10 Points</b>        |
| 6. | Special services  | <b>0 - 10 Points</b>        |
| 7. | References/experience of proposer   | <b>0 - 25 Points</b>        |
| 8. | Key personnel and their experience on similar projects  | <b>0 - 25 Points</b>        |
| 9. | Demonstrated ability to successfully complete similar projects on time and within budget  | <b><u>0 - 30 Points</u></b> |

**Total Points =**

**Salary Schedule FY 21-22  
Effective June 21, 2021**

**1.7%**

<b>CLASS</b>	<b>FLSA</b>	<b>POSITION</b>	<b>ENTRY</b>	<b>TOP</b>	<b>STATUS</b>
	Exempt	CITY MANAGER	\$ 9,825	\$ 11,748	FILLED
600	Exempt	FINANCE DIRECTOR	\$ 6,731	\$ 8,792	FILLED
600	Exempt	FIRE CHIEF	\$ 6,731	\$ 8,792	FILLED
600	Exempt	POLICE CHIEF	\$ 6,731	\$ 8,792	FILLED
600	Exempt	COMMUNITY DEVELOPMENT DIRECTOR	\$ 6,731	\$ 8,792	FILLED
600	Exempt	PUBLIC WORKS DIRECTOR	\$ 6,731	\$ 8,792	FILLED
500	Exempt	ASSISTANT PUBLIC WORKS DIRECTOR	\$ 6,036	\$ 7,882	VACANT
500	Exempt	BUILDING OFFICIAL	\$ 6,036	\$ 7,882	FILLED
500	Exempt	LIBRARY DIRECTOR	\$ 6,036	\$ 7,882	FILLED
500	Exempt	POLICE LIEUTENANT	\$ 6,036	\$ 7,882	FILLED
500	Exempt	PARKS AND RECREATION DIRECTOR	\$ 6,036	\$ 7,882	FILLED
400	Exempt	ECONOMIC DEVELOPMENT DIRECTOR	\$ 5,390	\$ 7,038	FILLED
400	Exempt	COMMUNICATIONS MANAGER	\$ 5,390	\$ 7,038	FILLED
300	Exempt	STREET SUPERINTENDENT	\$ 5,125	\$ 6,691	FILLED
300	Exempt	WASTE WATER SUPERINTENDENT	\$ 5,125	\$ 6,691	FILLED
300	Exempt	PARKS SUPERINTENDENT	\$ 5,125	\$ 6,691	VACANT
300	Exempt	WATER SUPERINTENDENT	\$ 5,125	\$ 6,691	FILLED
300	Exempt	ACCOUNTANT	\$ 5,125	\$ 6,691	FILLED
300	Exempt	AQUATICS AND RECREATION SUPERINTENDENT	\$ 5,125	\$ 6,691	FILLED
300	Exempt	CITY RECORDER	\$ 5,125	\$ 6,691	FILLED
300	Exempt	HUMAN RESOURCE SPECIALIST	\$ 5,125	\$ 6,691	FILLED
200	Exempt	RECREATION COORDINATOR	\$ 3,849	\$ 5,021	Recruiting for
100	Non- Exempt	ADMINISTRATIVE ASSISTANT - PUBLIC WORKS	\$ 3,358	\$ 4,376	FILLED
100	Non- Exempt	ADMINISTRATIVE ASSISTANT - POLICE DEPARTMENT	\$ 3,358	\$ 4,376	FILLED
100	Non- Exempt	ADMINISTRATIVE ASSISTANT - COMM. DEV. DIR.	\$ 3,358	\$ 4,376	VACANT

100	Non- Exempt	ADMINISTRATIVE ASSISTANT - CITY MANAGER	\$ 3,358	\$ 4,376	FILLED
100	Non- Exempt	ADMINISTRATIVE ASSISTANT - FIRE DEPARTMENT	\$ 3,358	\$ 4,376	FILLED
100	Non- Exempt	CONFIDENTIAL SECRETARY	\$ 3,358	\$ 4,376	VACANT
100	Exempt	RECREATION SUPERVISOR	\$ 3,358	\$ 4,376	VACANT