



REQUEST FOR PROPOSALS JOB DESCRIPTION AND COMPENSATION REVIEW

PURPOSE:

The Town of Smithers is seeking an experienced Contractor to propose and perform a Job Description and Compensation Review for selected Town positions.

SUBMISSIONS:

Proposals will be received up until **2:00 p.m. on March 31st, 2022**. Please submit one (1) electronic copy of your proposal via e-mail to:

dmalkinson@smithers.ca

And titled “**Job Description and Compensation Review Proposal**”

Proposals will not be accepted by fax, hand delivery, mail, or after the proposal submission deadline noted above.

Proposals that are incomplete, illegible or contain an irregularity of any kind, may be rejected.

BACKGROUND:

The Town of Smithers has numerous Job Descriptions, some outdated, for a variety of positions throughout the organization. The Town wishes to embark on a collaborative and thoughtful process to review and update the Job Descriptions, and ensure their relevance to similar classifications based on approved benchmarks.

The Town of Smithers has two compensation plans for its employees subject to this review:

1. A Collective Agreement; and
2. An Exempt Compensation Plan for Non-managers.

SCOPE OF WORK:

General

Within the scope of this review are roughly 53 incumbents that have been issued numerous job descriptions. Additionally, the Town wishes to reconcile the items within the Job Descriptions to ensure that they are current, relevant and functional for the classifications as identified in Schedule “A” of the Town’s collective agreement with CUPE Local 1570, and with similarly rated positions in comparable organizations.

An Organizational Review of the Town of Smithers was conducted in summer of 2021, which resulted in the Town adopting a new organizational structure. The most recent cross-organization review of Job Descriptions was performed in 2010. One desired outcome of the Job Description Review is to align and reinforce the new organizational needs that were identified in the 2021 Organizational Review.

The Town also wishes to perform a comprehensive comparison of selected positions to similar positions, responsibilities, and functions with other relevant organizations, to be defined by Management and the successful proponent.

Attached for reference are the following:

- Department Listing (Revised 2021)
- Information on Incumbents and Job Descriptions
- Schedule "A" of the Collective Agreement

Positions for review include all job descriptions for positions in use or planned for use in the near term.

Upon acceptance of the proponents proposal, and approval by management of the recommended scope of work by the proponent, the successful proponent is anticipated to perform the following services:

1. Update the Town of Smithers - Job Descriptions:

In consultation with Management, design an engagement process that:

1. Reviews the Town of Smithers Job Descriptions and presents a format and approach for job descriptions moving forward based on best practices and compliance with all applicable laws;
2. Meets with employees and supervisors in each job category to determine whether particular Job Descriptions accurately describe duties;
3. Performs an organizational scan to inform the content and appropriateness of the allocation of work and other content in Job Descriptions (based on efficiency; workload and job capacity; equity across the organization in terms of similar jobs in other departments; qualifications; updated organizational structure and classifications; and other criteria that the proponent or management may advise);
4. Present findings of Job Description interviews to inform Management regarding tasks and responsibilities that should remain with each position or be recommended for other existing positions relative to existing classifications as identified in Schedule "A" of the Collective Agreement;
5. Present findings of the Job Description Review to recommend title changes and updated Job Descriptions and titles; and

6. Recommend the method of implementation and a program for the maintenance of Job Descriptions.

2. Conduct an Employee Compensation Review:

In consultation with Management, design a process to execute the following:

1. Conduct an Employee Compensation and Classification comparison of public and private employers who are providing equitable services;
2. Based on that Study, prepare an analysis that identifies Town of Smithers competitive position in the labor market (for local, similarly sized and resort communities); and
3. Based on that comparison, present findings to management for total salaries and benefits, including the total compensation package of insurance and other fringe benefits.

SUBMISSION CONTENTS:

The proponent shall be deemed to have satisfied themselves as to the correctness and sufficiency of their work, prior to submission of a proposal. All proposals are required to contain:

- The name, address, telephone, and email contacts for the Contractor.
- The names and work history of key individuals who will be working on the review and evaluation.
- A list of previous related projects that have been completed by the Contractor as well as contacts that may be used as references.
- Sample job descriptions, evaluations and report formats, including digital formats.
- A detailed schedule indicating when and how the project and scopes of work may be undertaken and completed.
- The total cost to conduct Job Description and Compensation Benefit Package Review, interviews, report, and presentation. Include - travel costs and disbursements. The Town is open to interview processes that are conducted remotely.
- The earliest date that the Contractor can complete the review.
- Acknowledgement of any and all addenda received, and an attestation by the Contractor to adhere to the terms of the proposal and this RFP.

TIMELINE:

The deadline for submission of questions regarding this RFP is March 24th, 2022.

The deadline for submission of proposals is March 31st, 2022.

It is anticipated that proponent selection will occur at the April 12th, 2022, Meeting of Council.

Scope of work, start date and/or terms of the general conditions on this project are subject to negotiation but work is expected to commence by April 26th, 2022.

The project is expected to be completed by June 15th, 2022, and the final report completed by June 30th, 2022.

PROPOSAL ACCEPTANCE:

The proposals will be evaluated considering all the specifications and contract documents included in this RFP, and by taking the following factors into account:

- Understanding of the scope of work and recommended methodology for achieving the Job Description and Compensation review;
- Alignment of the proposal with the conditions of this RFP;
- Experience and/or reputation of the Contractor and key employees;
- Availability to complete the project within the given timeline;
- Monetary amount of the proposal.

The Town wishes to stress the monetary value of the proposal will be considered at the end of the evaluation process. Proposals that exceed the Council approved budgeted amount may be rejected.

Proponent selection will be on the recommendation of Town Staff, with the final decision to be made by Town Council or otherwise in accordance with applicable Town procurement rules. The successful proponent will be issued a Notice of Acceptance in writing and a Town purchase order. The Town's Purchasing Policy is available upon request.

CONTACT:

For additional information please contact:

Duncan Malkinson
Director of Corporate Services
email: dmalkinson@smithers.ca or
phone: 250-847-1600.

OTHER INFORMATION:

- Information outlined in this RFP must be held in confidence by recipient firms.
- All Notices regarding this RFP will be posted to the Town of Smithers website at <https://www.smithers.ca/>
- All proposals are confidential and will be so treated. All proposals will become the property of the Town of Smithers, but information may become available to the public under the Freedom of Information legislation.
- All proposals must be firm offers and valid for sixty (60) calendar days following the last day to accept proposals. If a proposal is accepted by the Town, expenditures up to the amount of the proposal, or as otherwise agreed, will be authorized as will the mutually agreed date for the completion of services provided by the Contractor. Advance notice for any increase in the total remuneration or extensions to the time required to complete the services is obligatory. No over-expenditure or extension of time will be permitted without prior authorization in writing.
- In no event will the Town of Smithers be responsible for the costs of preparation and submission of a Proposal.
- This RFP should not be construed as an agreement to purchase goods or services. The RFP does not commit the Town in any way to award a Contract.
- The lowest or any proposal will not necessarily be accepted.
 - Notwithstanding any industry custom or the procurement guidelines of any organizations, the Town of Smithers may:
 - i) in its discretion refuse all proposals without giving reasons, or
 - ii) make an award to a proponent who does not submit the low monetary bid, upon applying the criteria identified herein.
- Acceptance of any proposal is contingent upon the necessary funds being legally available.
- **The Town of Smithers reserves the right to waive informalities in or reject any or all proposals, or to accept the proposal deemed most favourable in the interest of the Town. The Town reserves the absolute right to collapse this procurement at any time and procure through other means. The lowest cost, or any proposal, may not necessarily be accepted.**

GENERAL CONDITIONS

1. Definitions

For the Purpose of the Contract, the following definitions shall apply:

1.1 **Owner** is the Town of Smithers (the "Town").

1.2 **Town** is the Town of Smithers Director of Corporate Services or designate.

1.3 **Changes in the Work** are additions, deletions or other revisions to the work within the general scope of the Contract.

2. Scope of Work

The Consultant must supply all labour, materials, and equipment necessary to provide Consulting Services as per the specifications indicated in the proponent's proposal. This work shall be performed according to the specifications in a safe, professional manner.

3. Notice of Acceptance

The acceptance of a proposal will be by a Notice of Acceptance in writing, signed by the Director of Corporate Services as the duly authorized representative of the Owner.

4. Contractor's Insurance

4.1 The Contractor shall have in force a General Liability Insurance policy for at least **\$2,000,000** (two million dollars), which **includes the Town of Smithers as Additional Insured.** No Contract shall be awarded until the Contractor has furnished proof of such insurance and this must be done within fourteen (14) calendar days of the Notice of Acceptance. In the event of a failure to furnish such proof, the Owner may award the Contract to another Contractor.

4.2 Each insurance policy shall also contain a clause obliging the insurance company to give the Town thirty (30) days written notice before the policy may be cancelled or altered.

4.3 The Contractor shall supply and maintain continuously General Liability Insurance from the commencement of work throughout the contract period.

5. Indemnification

The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract.

6. Workers' Compensation Board (WCB) of British Columbia and Health & Safety

The attention of the Contractor is drawn to the Regulations issued by the Workers' Compensation Board (WCB) of British Columbia and Health & Safety, which must be adhered to. All contractors must submit to the owner, prior to the commencement of work:

- a proof of WCB coverage.
- a WCB Clearance letter.

7. Legislation

The Contractor shall carry out their work in accordance with all relevant legislation, Bylaws and policies of the Town of Smithers.

The Contractor shall inform themselves of all relevant policy and regulatory requirements to ensure the successful completion of the Works.

8. Confidentiality

In performing consulting services under this Agreement, the Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Owner. The Contractor agrees that they nor their employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Owner, or disclose such Confidential Information without the written authorization of the Director of Corporate Services, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information, or is prohibited from disclosure pursuant to the *Freedom of Information and Protection of Privacy Act of BC*.

9. Intellectual Property

The Owner alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the content and products produced as a result of the Work. Upon request, the Contractor shall provide all requested information produced as a result of this work, to the extent required by the *Freedom of Information and Protection of Privacy Act of BC*.

10. Protection of Work and Property

The Contractor shall protect the Work and the Owner's property adjacent to the Place of Work from damage and shall be responsible for damage, which may arise as a result of their operations under the Contract.

11. Taxes, Licences and Permits

The Contractor shall pay all taxes due and obtain all licences and permits required to carry out the work unless specifically stated to the contrary in these documents. **This includes a valid Business Licence with the Town of Smithers.**

12. Changes in Work

- Changes in the work shall not commence until the Contractor has received a written Change Order signed by the Town.
- The value of the work performed in the change, if applicable, must be written on the Change Order and mutually agreed to and signed by the Contractor and Owner.

13. Payment

- 13.1 The Contractor will invoice the Owner and be paid on a monthly basis.

Duncan Malkinson, Director of Corporate Services
email: dmalkinson@smithers.ca

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